



Unoccupied Property
POLICY DOCUMENT



Introduction

Thank You for choosing Us as Your insurer.

This is Your Unoccupied Property Policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct. Your premium has been based upon the information shown and recorded in Your Schedule.

If after reading Your policy You have any questions, please contact Guardcover, as Your Policy Administrators.

For Direct Customers only

If you decide that this policy does not meet your insurance needs, then you can cancel from the original inception date, within the 14-day cooling-off period and, if no claims have been made or are pending, we will refund your premium in full. The cooling-off period starts from when the policy begins or when you receive your policy documents, whichever is later.

Where a claim has been made, a refund will not be given.

Privacy Notice

The privacy and security of Your personal information is very important to Us. Please see Our Privacy Notice at the end of this Policy.

Useful telephone numbers

Please have your policy number ready

Claims Help line - 0345 450 4993

The Claims help line can be used by anyone wishing to report a claim.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Underwriters

This insurance is arranged by Guardcover, a trading style of Thistle Insurance Services Limited. It is underwritten by Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with headquarters at Königinstraße 107,80802 Munich Germany.

Great Lakes Insurance SE is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Q Underwriting Services Limited (acting in an underwriting capacity on behalf of Great Lakes Insurance SE, UK Branch under Agreement No. REUKG2100581). Registered in the United Kingdom. Registered No. 08946569. Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

Guardcover is a trading style of Thistle Insurance Services Limited (acting in an underwriting capacity on behalf of Great Lakes Insurance SE under Agreement No. REUKG2100581). Registered in the United Kingdom. Registered No. 00338645. Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Q Underwriting Services Limited and Thistle Insurance Services Limited are part of the PIB Group.



This policy is made up of individual Sections. It should be read together with Your current Schedule which indicates the Sections You are insured under and gives precise details of Your insurance protection.

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Your policy wording, Your Schedule and any Endorsement together form the contract of insurance between Us and You, the Policyholder, and must be read together. In return for You having paid or agreed to pay the premium, We will provide cover to You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, Damage, accident or injury occurring during the Period of Insurance, to the extent of and subject to the terms contained in or endorsed on the policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

IMPORTANT

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your Policy Administrators. If You fail to tell Us, it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your Policy Administrators when You renew this policy.



Choice of Law

The appropriate law as set out below will apply unless You and the insurer agree otherwise:

- (1) The law applying in that part of the United Kingdom, Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Your Policy Administrators.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Policy Definitions

A Definition is a statement of the meaning of a word, phrase or term.

Ticks ✓ and Crosses ✗ are used throughout this document to identify those items that are covered and those that are not.

Defined words, phrases or terms will always start with a capital letter, for example 'Your Property'. A full list of Definitions can also be found at the back of the policy document.



Cover

We will cover You for Damage, excluding consequential loss, to Your Property Insured at Your Premises occurring during the Period of Insurance, within The Defined Territories caused by Insured Events 1. to 14. as stated as applying in Your Schedule.

The most We will pay in any one Period of Insurance will be the Sum Insured on each item, the Total Sum Insured or any other maximum amount payable or Cover Limit specified in this Section or stated in Your Schedule.

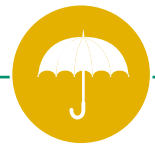
We will not cover You for the Excess stated in Your Schedule.

Insured Events

✓	✗
<p>1. Fire</p> <p>1.1 Fire</p> <p>1.2 Lightning</p> <p>1.3 Explosion of boilers and/or gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.</p>	<p>1.1.1 We will not cover You for Damage</p> <p>1.1.1.1 to the Property Insured caused by explosion resulting from fire</p> <p>1.1.1.2 to that portion of the Property Insured caused by its own self-ignition, leakage of electricity, short circuiting, or over-running</p> <p>1.1.1.3 caused by</p> <p>1.1.1.3.1 the Property Insured's own spontaneous fermentation or heating</p> <p>1.1.1.3.2 the Property Insured undergoing any process involving the application of heat</p> <p>1.1.1.4 caused by riot and/or civil commotion.</p> <p>1.4 We will not provide cover for Damage to the Property Insured caused by earthquake or underground fire.</p>
<p>2. Explosion</p>	<p>2.1 We will not provide cover for Damage</p> <p>2.1.1 to the Property Insured caused by or consisting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control</p> <p>2.1.2 to any vessel, machine or apparatus, or its contents, caused by its own bursting</p> <p>2.1.2.1 However, We will cover You for Damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation.</p>



<p>3. Aircraft</p> <p>3.1 Aircraft and other aerial and/or spatial devices or articles dropped from them.</p>	
<p>4. Riot, Civil Commotion and Malicious Damage</p> <p>4.1 Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.</p>	<p>4.2 We will not provide cover for Damage</p> <p>4.2.1 to the Property Insured caused by or resulting from</p> <p>4.2.1.1 work stoppages</p> <p>4.2.1.2 theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation.</p>
<p>5. Earthquake</p>	
<p>6. Underground Fire</p>	
<p>7. Spontaneous Combustion</p> <p>7.1 Fire caused by the Property Insured's own spontaneous combustion including Damage to coal and wood blocks.</p>	
<p>8. Storm and Flood and Falling Trees</p>	<p>8.1 We will not provide cover for Damage</p> <p>8.1.1 to the Property Insured</p> <p>8.1.1.1 resulting solely from a change in the water table level</p> <p>8.1.1.2 caused by frost, subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe</p> <p>8.1.2 to fences, gates and moveable property in the open except where such Damage is caused by falling trees.</p>
<p>9. Escape of Water/Oil</p> <p>9.1 Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.</p>	<p>9.2 We will not provide cover for Damage</p> <p>9.2.1 to Your Property Insured by water discharged or leaking from an automatic sprinkler installation</p> <p>9.2.2 to any tank, apparatus, pipe or fixed oil heating installation.</p>



<p>10. Impact</p> <p>10.1 Impact by any vehicle or animal or by goods falling from either.</p>	<p>10.2 We will not provide cover for Damage to any goods being carried.</p>
<p>11. Theft or Attempted Theft</p>	<p>11.1 We will not provide cover for Damage caused by acts of fraud or dishonesty.</p> <p>11.2 We will not provide cover for</p> <p>11.2.1 disappearance, unexplained or inventory shortage or misfiling, clerical error or misplacing of information.</p>
<p>12. Glass</p> <p>12.1 We will cover You for</p> <p>12.1.1 breakage of glass at Your Premises, including any boarding up costs</p> <p>12.1.2 Damage at Your Premises to window and door frames</p> <p>12.1.3 the cost of removing and reinstating obstructions to replacing glass</p> <p>12.1.4 the cost of replacing alarm foil lettering, painting, embossing, silvering or other ornamental work on glass</p> <p>12.1.5 breakage of fixed wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays and splashbacks at Your Premises occurring during the Period of Insurance.</p>	<p>12.2 We will not cover You for Damage to glass</p> <p>12.2.1 in light fittings and neon signs not owned by You or for which You are not responsible</p> <p>12.2.3 in transit, whilst being fitted, or caused by workmen carrying out alterations or repairs to Your Premises.</p>
<p>13. Subsidence</p> <p>13.1 We will cover You for Damage at Your Premises caused by subsidence or ground heave of the site of the Property Insured, or landslide.</p> <p>13.2 We will only pay for Damage to the following items if Damage also occurs to the building to which such property applies and that building is insured by this Section:</p> <p>13.2.1 forecourts, car parks, driveways, roads, pavements, swimming pools, hard tennis courts, paths, patios, terraces, ornaments or statues</p> <p>13.2.2 walls, gates, hedges or fences</p> <p>13.2.3 cess pits, septic tanks or oil tanks</p> <p>13.2.4 hardstandings, bollards, barriers, flag poles, lamp posts or street furniture.</p>	<p>13.3 We will not cover You for</p> <p>13.3.1 Damage caused by</p> <p>13.3.1.1 collapse of any building, the normal settlement, shrinking and cracking of any building, coastal or river erosion, defective design or inadequate construction of foundations</p> <p>13.3.1.2 any demolition, construction, erection, ground or excavation works carried out at the site of Your Premises or the site of any adjoining premises</p> <p>13.3.1.3 settlement or movement of made up ground</p> <p>13.3.1.4 the movement of solid floor slabs.</p> <p>However We will pay for such Damage if there is also Damage to the foundations beneath the exterior walls of Your Premises at the same time</p> <p>13.3.2 the Subsidence Excess of £1000.</p>



<p>14. Accidental Damage This cover is operative only where Accidental Damage is stated in Your Schedule as applying.</p>	
<p>14.1 Accidental damage to the Property Insured.</p>	<p>14.2 We will not provide cover for</p> <p>14.2.1 the cost of maintenance and normal redecoration</p> <p>14.2.2 Damage caused by</p> <p>14.2.2.1 corrosion, rust, rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin or insects, mould or fungus</p> <p>14.2.2.2 gradual deterioration, wear and tear, atmospheric or climatic conditions, normal settlement or shrinkage, domestic pets, subsidence, heave or landslip, pollution or contamination</p> <p>14.2.2.3 change in temperature, colour, flavour or texture or finish</p> <p>14.2.2.4 faulty workmanship, defective design or the use of defective materials</p> <p>14.2.2.5 any of the exclusions applying to Insured Events (1) – (13) of this Section</p> <p>14.2.2.6 nipple or joint leakage or failure of welds</p> <p>14.2.2.7 cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only. This includes any associated piping</p> <p>14.2.2.8 mechanical or electrical breakdown or derangement of the Property Insured.</p>



Cover Extensions

YOUR OBLIGATIONS UNDER COVER EXTENSION 1.

Safe keys must be:

- kept in a secure place away from the safe when Your Premises are occupied by You or an Employee
- removed from Your Premises overnight if not occupied by You or an Employee.

✓	✗
<p>1. Changing Locks</p> <p>1.1 We will pay for the cost of changing locks at Your Premises if keys, including but not limited to digital access cards, safe keys, or safe combination access codes, are lost</p> <p>1.1.1 following theft or attempted theft from Your Premises or Your home or the home of any of Your directors or authorised Employees</p> <p>1.1.2 whilst in Your custody or that of an Employee following theft involving violence or threat of violence to You or Your Employee.</p> <p>1.2 Maximum any one claim is £5,000 and £15,000 in total during any one period of insurance.</p>	<p>2.3 We will not cover You for</p> <p>2.3.1 Property removed for more than 90 consecutive days unless We agree a longer period in writing</p> <p>2.3.2 Any amount exceeding £2,500 from outbuildings.</p>
<p>2. Temporary Removal</p> <p>2.1 We will cover Your Property Insured whilst temporarily removed from Your Premises for cleaning, renovation or repair or similar purposes to another part of Your Premises or to any other premises within The Defined Territories and the Republic of Ireland. This includes whilst in transit by road, rail or inland waterway.</p> <p>2.2 Maximum We will pay in respect of any one claim is 10% of the item Sum Insured.</p>	
<p>3. Metered Services</p> <p>3.1 We will pay for charges You are responsible for following Damage if water, electricity, gas, oil or other utility is accidentally discharged from a metered system servicing Your Premises.</p> <p>3.2 The most We will pay in respect of any one claim is £25,000.</p>	
<p>4. Unauthorised Use of Metered Services</p> <p>4.1 We will pay for charges You are responsible for following unauthorised access to the metered systems servicing Your Premises, following entry into or exit from Your Premises by forcible and violent means.</p> <p>4.2 The most We will pay is £5,000 in total during the per period of insurance.</p>	



<p>5. Underground Services</p> <p>5.1 Where this insurance policy covers Your Building(s), or where You are responsible for repairs to Your Building(s), We will pay for accidental Damage to underground cables and pipes which run from the Building(s) to the public mains.</p>	<p>5.2 We will not make any payment for</p> <p>5.2.1 the cost of maintenance</p> <p>5.2.2 damage caused by atmospheric or climatic conditions, normal settlement or shrinkage</p>
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YOUR OBLIGATIONS UNDER COVER EXTENSION 6.

You must provide Us with details of these additions as soon as possible, but at least within 6 months and before the expiry of the Period of Insurance.

You must also pay the appropriate premium to insure the additions with Us from the date Our exposure commenced.



<p>6. Capital Additions</p> <p>6.1 We will pay for Damage, caused by Insured Events (1) to (5) or (10) occurring during the Period of Insurance, to</p> <p>6.1.1 buildings newly built and/or acquired</p> <p>6.1.2 alterations, additions and improvements to an insured building, but not for any appreciation in value.</p> <p>6.2 We will only make payment where</p> <p>6.2.1 a certificate of completion has been issued or</p> <p>6.2.2 works to the property have been completed and handed over to You prior to the date of the Damage.</p> <p>6.3 The most We will pay for any one claim, at any one location is £250,000.</p>	<p>7. Damage to Grounds</p> <p>7.1 We will pay for costs and expenses incurred in reinstating or repairing landscaped gardens and grounds following Damage due to the actions of the emergency services.</p> <p>7.2 The most We will pay in respect of any one claim is £25,000.</p>
<p>8. Environmental Clause</p> <p>8.1 We will indemnify You in respect of losses over £10,000 for the additional costs necessarily and reasonably incurred with Our consent in rebuilding or repairing Buildings at The Premises in a manner that aims to reduce potential harm to the environment by improving energy efficiency following Damage.</p>	<p>8.1 We will not make payment for</p> <p>8.1.1 the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority</p> <p>8.1.2 any additional costs for work You had already planned to be carried out prior to the Damage</p> <p>8.1.3 any additional costs for replacing undamaged property</p> <p>8.1.4 You electing not to rebuild or repair the Building</p> <p>8.1.5 claims over £2,500 or 5% of the amount We have agreed to pay in respect of the claim for the building whichever is the lower.</p>



✓		✗
9.	Minimisation of Loss	9.1
9.1	Following Damage at The Premises We will pay for costs and expenses incurred by You with Our prior consent to provide necessary additional physical protection to prevent further Damage.	9.1.1
		9.1.2
10.	Finding Leaks	10.3
10.1	We will pay reasonable costs and expenses required to locate the actual source of Damage caused by the escape of water from any tank, apparatus or pipe, or leakage of fuel from any fixed oil heating installation	
10.1.1	We will also pay for any repairs arising directly as a result of locating the source of the Damage.	
10.2	The most We will pay in respect of any one claim is £5,000.	

YOUR OBLIGATIONS UNDER COVER EXTENSION 11.

You must provide Us with details of any single contract valued in excess of £250,000 prior to work commencing and pay any additional premium required.

✓		✗
11.	Contractor's Interest	
11.1	Where a contract condition requires You to take out insurance on the Property Insured in joint names with a contractor, the interest of the contractor is hereby noted.	
12.	Workmen	
12.1	Repairs and minor structural alterations may be carried out at Your Premises without affecting the Cover.	

YOUR OBLIGATIONS UNDER COVER EXTENSION 13.

You must notify Us immediately You become aware of any such act, omission or alteration and pay any additional premium required.

✓		✗
13.	Non Invalidation	
13.1	We will not invalidate Your cover as a result of any act, omission or alteration either unknown to you or beyond your control, which increases the risk of Damage.	
14.	Mortgage and Other Interests	
14.1	Subject to Your agreement, We will note the interest of all parties who wish to register an interest in the cover by this Section.	



YOUR OBLIGATIONS UNDER COVER EXTENSION 15.

You must ensure that You or Your representative

- carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement
- maintain a log of such inspections and retain that log for at least 24 months
- carry out a six monthly management check of the inspections log
- obtain and record written formal identification of any prospective tenant
- obtain and record a written employer’s reference for any new tenant
- obtain and record details of Your tenant’s bank account and verify those details by receiving at least one payment from such account
- advise your tenant where sub letting is allowed by the tenancy agreement, that they must follow the measures laid out in bullets 2,3 and 4 above for all lettings that they arrange.

✓	✗
<p>15. Illegal Cultivation of Drugs</p> <p>15.1 We will cover You for Damage to any Residential Property or Residential Unit arising from Your tenants’ use of Your Premises for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act 1971.</p>	
<p>16. Pollution or Contamination</p>	<p>We will not indemnify You against loss, Damage or expense directly or indirectly caused by or contributed by or arising from Pollution.</p> <p>This exclusion does not apply if such loss or Damage arises as a direct and sole consequence of</p> <ul style="list-style-type: none"> • fire, lightning, explosion, impact of aircraft • vehicle impact, sonic boom • accidental escape of water from any tank apparatus or pipe • accidental escape of water from any tank apparatus or pipe • riot, civil commotion, malicious damage • storm, hail • flood, inundation • earthquake • landslide, subsidence • pressure of snow, avalanche • volcanic eruption
<p>17. Breakage or Collapse of TV and radio Aerials</p> <p>17.1 We will pay for Damage caused by the breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes at Your Premises.</p>	



YOUR OBLIGATIONS UNDER COVER EXTENSION 18.

You must

- **notify Us in writing within 30 days from when You become aware that such insurance is not in force and pay the appropriate premium for the period such insurance is not effected, and**
- **obtain, at the inception and annual check of any agreement, written confirmation from the tenant, lessee, occupier or other third party with a financial interest and their insurers, that the insurance policy is in force and the policy provides at least the extent of cover provided by this policy.**

✓	✗
<p>18. Failure of Third Party Insurances</p> <p>18.1 We will provide cover for Damage to any Building owned by You in The Defined Territories, where, by the terms of an agreement with You, the tenant, lessee, other occupier or other third party with a financial interest in the Building, has an obligation to insure the Building, and has failed to maintain in force such insurance.</p> <p>18.2 The most We will pay at any one premises is</p> <p>18.2.1 £250,000 when Your Premises are Unoccupied</p> <p>18.2.2 £1,000,000 when Your Premises are occupied.</p>	<p>18.3 We will not provide cover for third party insurance cover that has been arranged but</p> <p>18.3.1 has been invalidated due to a breach of warranty or condition and/or risk improvements not having been complied with and/or</p> <p>18.3.2 the tenant, lessee, other occupier or other third party has not made a claim under his policy when he should have done so.</p>
<p>19. Clearance of Drains</p> <p>19.1 We will pay for costs necessarily and reasonably incurred with Our consent for cleaning and/or clearing of drains, gutters and sewers for which You are responsible, following Damage to Your Property Insured.</p>	
<p>20. Fly Tipping</p> <p>20.1 We will pay the reasonable costs of clearing and removing any property illegally deposited in or around Your Premises insured under this policy</p> <p>20.2 The most We will pay in respect of any one period of insurance is £5,000.</p>	<p>20.3 We will not pay the first £1,000 of any claim under this cover item.</p>
<p>21. Emergency Services</p> <p>21.1 We will cover You for Damage to Your Premises resulting from the actions of the emergency services, including deliberate acts, for the purposes of safeguarding human life or minimising Damage.</p>	



✓	<p>22. Tree Felling & Lopping</p> <p>22.1 We will pay for necessary and reasonable costs and expenses, incurred by You with Our consent, for the lopping or removal of trees for which You are responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the Property Insured.</p> <p>22.2 The most We will pay for any one claim is £500 and £2,500 in any one period of insurance.</p>	✗	<p>22.3 We will not pay for legal or local authority costs involved in removing trees or costs incurred solely to comply with a preservation order.</p>
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If You Have a Claim

✓	<p>1 Description of Property</p> <p>1.1 In determining the item under which property is insured We will accept the description given in Your Business records.</p> <p>2. Interested Parties</p> <p>2.1 In the event of Damage as insured by this Section, interested parties as stated in Your Schedule must declare the nature and extent of their interest.</p>	✗	
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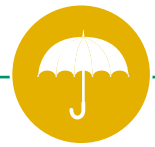
YOUR OBLIGATIONS UNDER ITEM 3.

You must maintain all such equipment in accordance with the manufacturer's instructions.

✓	<p>3. Fire and Security Equipment</p> <p>3.1 Following Damage insured by this Section, We will cover You for costs and expenses incurred in</p> <p>3.1.1 refilling, recharging or replacing any portable fire extinguishing appliances, local fire suppression system, fixed fire suppression system, sprinkler installation and/or sprinkler heads</p> <p>3.1.2 re-setting fire and/or intruder alarms and/or closed circuit television equipment.</p> <p>3.2 The most We will pay for any one claim is £50,000.</p>	✗	<p>3.3 We will not provide cover for any costs and expenses recoverable from Your maintenance company or any Fire and Rescue Service.</p>
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<p>4. Reinstatement to Match</p> <p>4.1 You may replace, repair or restore Your Property Insured, following Damage, with equivalent property which uses current technology and any such replacement, repair or restoration will not be regarded as being better or more extensive than when new.</p> <p>4.2 You may also replace or modify undamaged property if it is necessary to enable it to work in conjunction with that property which has been replaced, repaired or restored. This must not increase our costs beyond the amount We would have paid to replace, repair or restore the Damaged or destroyed property in its original form.</p>	<p>4.3 When the Property Insured is damaged or destroyed in part only, We will not pay more than the amount representing the cost which We would have paid for reinstatement if such property had been wholly destroyed.</p>
<p>5. Subrogation</p> <p>5.1 We will waive any rights, remedies or relief, following a claim, where We may be entitled by subrogation against any</p> <p>5.1.1 company (as defined in the relevant legislation current at the time of Damage)</p> <p>5.1.1.1 whose relationship to You is either parent or subsidiary</p> <p>5.1.1.2 which is a subsidiary of a parent company of which You are a subsidiary</p> <p>5.1.2 tenant or lessee of Yours provided that</p> <p>5.1.2.1 the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage</p> <p>5.1.2.2 the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee</p> <p>5.1.2.3 the Damage did not result from a breach of the terms of the lease by the tenant or lessee.</p>	
<p>6. Automatic Reinstatement of Sum Insured</p> <p>6.1 The Sums Insured stated in Your Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.</p> <p>6.2 You must pay any additional premium required to reinstate the Sums Insured.</p>	



YOUR OBLIGATIONS UNDER ITEM 7.

You must ensure that the work of reinstatement of Your Property Insured is carried out as quickly as possible. Reinstatement may be carried out on another site and in a manner suitable to Your needs, provided that Your Premises are not Unoccupied, and it does not increase Our costs.

✓		✗
7.	Basis of Claim Settlement – Reinstatement The following applies to Property Insured other than professional fees and debris removal.	
7.1	In the event that Your Property Insured is	7.1.2.1
7.1.1	lost or destroyed, We will pay for its replacement by similar property in 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 destroyed.
7.1.2	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.	7.4.3
7.2	We will pay any costs necessary to comply with any European Union Legislation, Act of parliament or Bye Laws of any public authority. This includes costs incurred for foundations which have not themselves suffered Damage.	We will not provide cover if You
		7.4.3.1
		do not incur the cost of replacing or repairing the Property Insured
		7.4.3.2
		or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
		7.4.3.3
		do not comply with any of the terms of this cover.
		7.5
		In respect of items 7.1 and 7.2, We will not provide cover if You
		7.5.1
		do not incur the cost of replacing or repairing the Property Insured
		7.5.2
		or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
		7.5.3
		do not comply with any of the terms of this cover.
8	Professional Fees	8.2
8.1	We will pay for professional fees necessarily incurred with Our consent as part of the work to reinstate or repair Your Property Insured, following Damage to any Building item insured under this Section.	We will not make any payment for fees which are more specifically insured elsewhere, for the costs of preparing a claim or costs incurred without Our consent.
9.	Debris Removal	9.2
9.1	We will pay costs necessarily and reasonably incurred with Our consent for the removal of debris from the site of the Damage and the area immediately adjacent to it. We will also pay for the dismantling, demolishing, shoring up or propping up of the parts of the Property Insured which have suffered Damage.	We will not make any payment for costs and expenses arising from Pollution or Contamination of property which is not insured under this Section, or for costs and expenses more specifically insured elsewhere.
10.	Tenants Debris Removal	
10.1	We will pay for costs necessarily and reasonably incurred following Damage at Your Premises for the removal of contents debris including fixtures and fittings which are not Your Property, for the purpose of accelerating the reinstatement of Your Premises.	
10.2	The most We will pay for any one claim, and in total during the period of insurance is £5,000 .	



11. Buildings Awaiting Sale

11.1 If Damage occurs to any Building(s) insured under this Section whilst You are in the process of selling Your interest in it, We will cover the buyer by this policy from the time contracts are exchanged to the time of completion.

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

11.3 We will not cover you where the buyer has more specific insurance in place.



If You Have a Claim

Outlined below is what We will not make payment for under the Property Damage Section.

We will not provide cover for:

X		✓	
1.	Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.	1.1	However, We will provide cover to You in respect of
		1.1.1	such Damage which itself results from a cause not otherwise excluded
		1.1.2	subsequent Damage which is not otherwise excluded.
2.	Damage to the Property Insured caused by or consisting of	2.4	However, We will pay for any subsequent Damage which results from a cause not otherwise excluded.
2.1	an existing or hidden defect.		
2.2	faulty or defective design or materials used in its construction.		
2.3	operating error or omission by You or any of Your Employees.		
3.	Damage to the Property Insured caused by	3.1.1	Unless Subsidence cover is shown in Your Schedule.
3.1	subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe.		
4.	Costs incurred whilst awaiting refurbishment, redevelopment or renovation		
4.1	where no Damage has been incurred.		
5.	Damage to the Property Insured	5.2	However, We will pay for such Damage if it is caused by fire or explosion.
5.1	resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair.		
6.	Damage more specifically insured by You or on Your behalf.		
7.	Damage	7.3	However, We will cover You for Damage not otherwise excluded. The most We will pay is the sum beyond the amount which would have been payable under the marine policy, had the insurance not existed.
7.1	insured by any marine policy.		
7.2	which would be insured under any marine policy if this policy did not exist.	7.4	However, we will pay for any costs where you have incurred damage to the building.



8. War

We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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.

9. Radioactivity

9.1 We will not indemnify You against loss, Damage, expense or Your legal liability directly or indirectly caused by or contributed by or arising from:

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.



10. Terrorism

10.1 We will not indemnify You against: loss, Damage, cost, or expense or Your legal liability directly or indirectly caused by or arising out of Terrorism or any loss, Damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

10.2 If We allege that by reason of this exclusion, any loss, Damage, cost or expense or liability is not covered by this Policy, the burden of proving the contrary shall be upon You. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



11. Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any: i) Cyber Loss, unless subject to the provisions of paragraph 2; ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.



- 3) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Medium itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to You or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.



	
<p>12. Damage to</p> <p>12.1 china, earthenware, marble or other fragile objects which do not form part of the structure of the Buildings or its fixtures and fittings.</p> <p>12.2 any building or structure caused by its own cracking or collapse.</p>	<p>12.2.1 However, We will pay for such Damage if it is caused by Insured Event (1) - (10) and is not otherwise excluded.</p>
<p>13. Damage to</p> <p>13.1 property in the course of construction including materials for use in the construction.</p> <p>13.2 livestock, growing crops or trees.</p> <p>13.3 vehicles licensed for road use including accessories on or attached to them.</p> <p>13.4 caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.</p> <p>13.5 lands, roads, pavements, piers, jetties, bridges, culverts or excavations.</p>	
<p>14. Damage to grounds or landscaping</p> <p>14.1 for the cost of moving soil other than as necessary for surface preparation.</p> <p>14.2 for the failure of trees, shrubs, plants or turf to become established or for seeds to germinate.</p> <p>14.3 caused by disease, infection or application of chemicals.</p>	
<p>15. Disease Exclusion</p> <p>We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:</p> <p>Poisoning, disease or illness, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.</p>	<p>15.1 This exclusion does not apply if such loss or Damage arises out of one or more of the following perils;</p> <p>i) Fire, lightning, explosion, impact of aircraft ii) vehicle impact, sonic boom iii) accidental escape of water from any tank, apparatus or pipe iv) riot, civil commotion, malicious damage v) storm, hail vi) flood inundation vii) earthquake viii) landslide, subsidence ix) pressure of snow, avalanche x) volcanic eruption</p>



16. Micro-Organism Exclusion

We will not Indemnify You against any loss Damage claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is; i) any physical loss or Damage to Insured Property; ii) any Defined Peril or cause whether or not contributing concurrently or in any sequence; iii) any loss of use occupancy or functionality; iv) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body. This Exclusion replaces and supersedes any provision in this Policy that provides insurance, in whole or in part, for these matters.

12.2.1 However, We will pay for such Damage if it is caused by Insured Event (1) - (10) and is not otherwise excluded.

17. Nuclear Energy Risks

We will not indemnify You in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this Policy, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- ii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.



Cover

We will cover The Insured's legal liability to pay Compensation and Costs and Expenses in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by You in Your Business during the Period of Insurance and within The Territorial Limits.

The most We will pay is the Cover Limit.

Cover Extensions

✓	✗
<p>1. Additional Activities of Your Business includes</p> <p>1.1 ownership, use and upkeep of Your Premises.</p> <p>1.2 upkeep of vehicles and plant which are owned and used by You.</p> <p>1.3 canteen, social, sports, educational and welfare organisations for the benefit of any Employee.</p> <p>1.4 Your first aid, fire, security and ambulance services.</p> <p>1.5 Your participation in exhibitions.</p> <p>1.6 private work by any Employee, with Your prior consent, for You or any Director or Employee of Yours.</p>	
<p>2. Cross Liabilities</p> <p>2.1 We will cover each party named as The Policyholder in Your Schedule as if a separate policy had been issued to each.</p> <p>2.2 The most We will pay is the Cover Limit regardless of the number of parties claiming to be insured.</p>	
<p>3. Legal Expenses Arising from Health and Safety Legislation</p> <p>3.1 We will cover The Insured for any health and safety inquiry or criminal proceedings arising from any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.</p> <p>3.2 Cover is limited to</p> <p>3.2.1 legal fees and expenses incurred with Our written consent for defending proceedings, including appeals</p> <p>3.2.2 prosecution costs awarded against The Insured.</p>	<p>3.3 We will not provide cover</p> <p>3.3.1 unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with Your Business</p> <p>3.3.2 for proceedings relating to the health and safety of any person other than an Employee</p> <p>3.3.3 where cover is provided by another insurance policy.</p>
<p>4. Payment for Court Attendance</p> <p>4.1 We will pay for You, or any director, partner or Employee of Yours to attend court, at Our request, as a witness in connection with a claim which You are entitled to cover for.</p> <p>4.2 The most We will pay per day for each director or partner or Employee is stated in Your Schedule.</p>	



✓		✗	
<p>5. Unsatisfied Court Judgments</p> <p>5.1 We will, at Your request, pay costs and damages to any of Your Employees or their personal representatives, which remain unpaid six months after the date a judgment for Bodily Injury to the Employee was obtained against another party domiciled in The Defined Territories.</p>	<p>5.2 Payment will only be made where</p> <p>5.2.1 the Bodily Injury was caused in the course of Your Business and during the Period of Insurance</p> <p>5.2.2 the judgment was made in a court in The Defined Territories</p> <p>5.2.3 there is no appeal outstanding to the judgment</p> <p>5.2.4 the Employee or their personal representative assigns the judgment debt to Us.</p>		
<p>6. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007</p> <p>6.1 We will cover You for criminal proceedings arising from any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.</p> <p>6.2 Cover is limited to</p> <p>6.2.1 legal fees and expenses You incur with Our written consent for defending proceedings, including appeals</p> <p>6.2.2 prosecution costs awarded against You.</p>	<p>6.3 We will not cover You</p> <p>6.3.1 unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with Your Business</p> <p>6.3.2 for proceedings which result from any deliberate act or omission by You or which relate to any person other than an Employee</p> <p>6.3.3 for any fines, remedial or publicity orders, or any steps required to be taken by such orders</p> <p>6.3.4 where cover is provided by another insurance policy.</p>		
<p>7. Contractual Liability</p> <p>7.1 We will cover the legal liability of The Insured(s) for accidental Bodily Injury imposed on You solely by the terms of any agreement, provided that the conduct and control of any claim is assigned to Us.</p>	<p>7.2 We will not provide cover for any agreement relating to the performance of work outside The Defined Territories.</p>		



Exceptions

The following outlines what We will not make payment for under this Section.

We will not provide cover for

X	✓
<p>1. work in or on and travel to, from or within any offshore support vessel, accommodation, exploration, drilling or production rig or platform.</p>	
<p>2. Bodily Injury sustained by any Employee when such person is carried in or upon, entering or getting into, or alighting from, a vehicle, where any road traffic legislation requires insurance or security.</p>	
<p>3. liquidated damages, penalty clauses, fines, aggravated, restitutionary punitive or exemplary damages, or any other additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.</p>	
<p>4. Special Provision - Terrorism Subject otherwise to the terms of the policy, the Cover Limit for the purpose of this Special Provision is limited to £5,000,000 including Costs and Expenses.</p>	
<p>5. Nuclear Energy Risks We will not indemnify You in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations. For the purpose of this Policy, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:</p> <ul style="list-style-type: none"> i) nuclear reactors and nuclear power stations or plant; ii) any other premises or facilities whatsoever related to or concerned with: <ul style="list-style-type: none"> a) the production of nuclear energy or b) the production or storage or handling of nuclear fuel or nuclear waste iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association. 	



If You have a claim



- | | |
|---|--|
| <p>1. Our Right of Recovery</p> <p>1.1. This cover is provided in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>1.2 If, by any such law, We are required to pay a claim which is excluded under Your policy, You will have to repay to Us all sums paid by Us under such claim.</p> | |
|---|--|



Cover

We will cover The Insured's legal liability to pay Compensation and Costs and Expenses incurred as a result of accidental Personal Injury, Damage to Property, obstruction, trespass, nuisance or interference with any right of way, air, light or water, which arises in connection with Your Business, and which happens during the Period of Insurance and within The Territorial Limits.

The most We will pay is the Cover Limit plus any Costs and Expenses.

For any claim brought in Canada, the United States of America or any territory within its jurisdiction, the most We will pay, inclusive of Costs and Expenses, is the Cover Limit.

Cover Extensions

✓	✗
<p>1. Additional Activities of Your Business includes</p> <p>1.1 ownership, use and upkeep of Your Premises, including repairs or minor structural alterations which are exempt from any regulatory body, agency or local authority and carried out by independent contractors.</p> <p>1.2 canteen, social, sports, educational and welfare organisations for the benefit of any Employee.</p> <p>1.3 Your first aid, fire, security and ambulance services.</p> <p>1.4 private work by any Employee, with Your prior consent, for You or any Director or Employee of Yours.</p>	
<p>2. Cross Liabilities</p> <p>2.1 We will cover each party named as The Policyholder in Your Schedule as if a separate policy had been issued to each.</p> <p>2.2 The most We will pay is the Cover Limit regardless of the number of parties claiming to be covered.</p>	
<p>3. Defective Premises</p> <p>3.1 We will cover, in connection with any premises which You previously owned or occupied for the purposes of Your Business, Your legal liability for accidental Bodily Injury or Damage to Property arising under the</p> <p>3.1.1 Defective Premises Act 1972</p> <p>3.1.2 Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001.</p>	<p>3.2 We will not provide cover for the cost of rectifying any defect or alleged defect in such premises.</p>



✓		✗	
4.	Legal Expenses Arising from Health and Safety Legislation	4.3	We will not provide cover
4.1	We will cover The Insured for any health and safety inquiry or criminal proceedings arising from any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.	4.3.1	unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories in the course of Your Business
4.2	Cover is limited to	4.3.2	for proceedings relating to the health and safety of any Employee, or as a result of any deliberate act or omission by You
4.2.1	legal fees and expenses incurred with Our written consent for defending proceedings, including appeals	4.3.3	where cover is provided by another insurance policy.
4.2.2	prosecution costs awarded against The Insured.		
5.	Hired or Rented Premises	5.2	We will not provide cover for
5.1	We will cover The Insured's legal liability as a result of accidental Damage to premises (including fixtures and fittings) within The Defined Territories which You hire, rent or are loaned in connection with Your Business.	5.2.1	the first £250 of Compensation and Costs and Expenses This does not apply to Damage caused by fire or explosion
		5.2.2	liability imposed on The Insured solely by the terms of the hiring or renting agreement
		5.2.3	Damage caused by fire or any other peril against which the hiring or renting agreement specifies that insurance is taken out by The Insured.
6.	Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007	6.3	We will not provide cover
6.1	We will cover You for criminal proceedings arising from any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.	6.3.1	unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with Your Business
6.2	Cover is limited to	6.3.2	for proceedings which result from any deliberate act or omission by You or which relate to any Employee
6.2.1	legal fees and expenses You incur with Our written consent for defending proceedings, including appeals	6.3.3	for any fines, remedial or publicity orders, or any steps required to be taken by such orders
6.2.2	prosecution costs awarded against You.	6.3.4	where cover is provided by another insurance policy.
7.	Contractual Liability	7.2	We will not provide cover for any agreement relating to the performance of work outside of The Defined Territories.
7.1	We will cover the legal liability of The Insured for accidental Bodily Injury or Damage to Property imposed on You solely by the terms of any agreement, provided that the conduct and control of any claim is assigned to Us.		



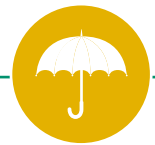
<p>8. Payment for Court Attendance</p> <p>8.1 We will pay for You, or any director, partner or Employee of Yours to attend court, at Our request, as a witness in connection with a claim which The Insured is entitled to cover for.</p> <p>8.2 The most We will pay per day for each director or partner Employee is stated in Your Schedule.</p>	<p>9.3 We will not provide cover for</p> <p>9.3.1 Personal Injury other than as provided by this cover</p> <p>9.3.2 Damage to Property</p> <p>9.3.3 fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence</p> <p>9.3.4 libel, slander or defamation</p> <p>9.3.5 consequential losses</p> <p>9.3.6 liability</p> <p>9.3.6.1 as a result of You having authorised the destruction or disclosure of the data</p> <p>9.3.6.2 which could reasonably have been expected to arise as a result of any other deliberate act or omission by You</p> <p>9.3.6.3 arising solely by the terms of any agreement</p> <p>9.3.6.4 for liquidated damages or under any penalty clause</p> <p>9.3.7 any fine or statutory payment</p> <p>9.3.8 legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements</p> <p>9.3.9 proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.</p>
<p>9. Data Protection</p> <p>9.1 If proceedings are brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing, We will cover The Insured for</p> <p>9.1.1 legal fees and defence costs</p> <p>9.1.2 legal liability for Compensation to an individual who is the subject of personal data The Insured holds and who suffers material or non-material Damage caused by</p> <p>9.1.2.1 inaccuracy of data</p> <p>9.1.2.2 loss of the data</p> <p>9.1.2.3 unauthorised destruction or disclosure of the data.</p> <p>9.2 The most We will pay for all claims occurring during any one Period of Insurance is stated in Your Schedule.</p>	<p>10.2 We will not provide cover where this Property is</p> <p>10.2.1 loaned, leased, hired or rented to The Insured</p> <p>10.2.2 stored for a fee or other consideration by The Insured</p> <p>10.2.3 in the custody or control of The Insured for the purposes of being worked upon.</p>
<p>10. Employees' and Visitors' Personal Belongings</p> <p>10.1 We will cover The Insured's legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.</p>	



✓		✗	
11.	Legal Expenses for the Eviction of Squatters	11.3	We will not pay costs or expenses
11.1	We will pay legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for You with Our prior written agreement in any civil action to evict anyone in the Property Insured who does not have Your permission to be there.	11.3.1	for any dispute where the cause of the action arises within 90 days of the inception date of this clause under this policy
11.2	All legal proceedings will be dealt with by a Court or other body that We agree to within the United Kingdom, Channel Islands or Isle of Man.	11.3.2	for any dispute where the cause of the action involves Your tenant
		11.3.3	more specifically insured elsewhere
			The maximum We will pay in any one Period of Insurance is £2,500
12.	Legal Expenses Arising from Consumer Protection Act 1987 and Food Safety Act 1990	12.3	We will not cover You
12.1	We will cover The Insured for criminal proceedings arising from any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.	12.3.1	unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with Your Business
12.2	Cover is limited to	12.3.2	for proceedings which result from any deliberate act or omission by You
12.2.1	legal fees and expenses incurred with Our written consent for defending proceedings, including appeals	12.3.3	where indemnity is provided by another insurance policy.
12.2.2	costs of prosecution awarded against The Insured.		
13.	Financial Loss – Property Owners	13.4	We will not provide cover
13.1	We will cover The Insured’s legal liability for Financial Loss incurred as a direct result of the failure to provide any Property or service in connection with Property Insured as detailed under the Property Damage Section of this policy.	13.4.1	for Financial Loss as a result of
13.2	The most We will pay including Costs and Expenses for all claims made against The Insured in any one Period of Insurance is stated in Your Schedule.	13.4.1.1	circumstances which, at inception of this Property Owners Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim
13.3	This cover only applies to claims made against The Insured whilst this cover is in force, or within 30 days of its expiry.	13.4.1.2	fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood
		13.4.1.3	passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right
		13.4.1.4	libel, slander or defamation
		13.4.1.5	liability under the Data Protection Act 1998 or the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing



	<p>13.4.1.6 any reduction in value of any Property</p> <p>13.4.1.7 the failure or partial failure of any managing agent to fulfil their obligations under any contract</p> <p>13.4.1.8 against any Damage or Your legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or Products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.</p> <p>13.4.2 for the first 5% or £1,000, whichever is the greater, of Compensation or Costs and Expenses for each and every loss.</p>
<p>14. Overseas Personal Liability</p> <p>14.1 We will cover You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with Your Business</p> <p>14.1.1 We will also cover any accompanying spouse and children</p> <p>14.1.2 Where You are an individual the cover will also apply to Your personal liability whilst away from Your Premises in connection with Your Business but within The Defined Territories.</p>	<p>14.2 We will not provide cover if cover is provided under another insurance policy, or where liability arises from</p> <p>14.2.1 any agreement unless liability would have existed otherwise</p> <p>14.2.2 ownership or occupation of land or Buildings</p> <p>14.2.3 the carrying on of any trade or profession</p> <p>14.2.4 ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.</p>
<p>15. Suspension of Cover</p> <p>15.1 We may, at any reasonable time, inspect any property and if any defect or danger is identified, We may suspend all Our liability which might arise from such defect or danger. We will notify You in writing if this is the case.</p>	



16. Environmental Statutory Clean Up Costs

- 16.1** We will provide cover for the cost of carrying out Remediation, and/or paying for Clean Up Costs following a lawful notice or demand served upon The Insured under any environmental protection legislation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man by any Enforcing Authority provided that the cost or costs arise from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
- 16.2** All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- 16.3** The most We will pay, as part of the Cover Limit stated in Your Schedule including Costs and Expenses, for all events in any one Period of Insurance is £100,000.

DEFINITIONS

For the purposes of this cover item, the following definitions apply:

Clean Up Costs

Costs of Remediation.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Remediation

Remedying the effects of Pollution or Contamination as lawfully required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time Remediation commences and shall include the testing for or monitoring of Pollution or Contamination.

16.4 We will not provide cover

- 16.4.1** for any work (whether preventive or otherwise) in respect of property
- 16.4.1.1** which You own or which is loaned, leased, hired or rented to The Insured
- 16.4.1.2** which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf
- 16.4.1.3** which requires to be insured under the terms of Clause 6.5.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- 16.4.2** for any work involving the reinstatement or reintroduction of flora or fauna
- 16.4.3** for any fines or penalties
- 16.4.4** for any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 or any successor and/or amending legislation
- 16.4.5** for costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
- 16.4.6** for costs of achieving any improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- 16.4.7** where cover is provided by another insurance policy.



Exceptions

The following outlines what We will not make payment for under this Section.

We will not provide cover for

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1.	Personal Injury to any Employee arising out of and in the course of employment by You in Your Business.		
2.	The ownership, possession or use by, or on behalf of, The Insured of any	2.4	This does not apply to the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy.
2.1	aircraft, aerial device or hovercraft.		
2.2	watercraft exceeding 8 metres in length.		
2.3	motor vehicle or trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation.		
3.	Damage to Property which	3.2.1	This does not apply in the circumstances described under the following covers
3.1	You own or which is loaned, leased, hired or rented to The Insured.	3.2.1.1	Hired or Rented Premises
3.2	is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf.	3.2.1.2	Employees' and Visitors' Personal Belongings.
3.3	requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.		
4.	Damage to, or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating The Works or Products Supplied.	4.1	This does not apply to Products Supplied under a separate contract.
5.	Advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee under a separate contract.		
6.	The carrying out of any work, or any Products Supplied, which affects or could affect the navigation, propulsion or safety of any aircraft or other aerial device, or the safety or operation of nuclear installations.		



<p>7. Accidental Bodily Injury or accidental loss of or damage to Property unless caused solely by Pollution which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the Period of Insurance provided that: i) all Pollution which arises out of any one incident will be deemed to have occurred at the time that incident takes place; ii) We will not Indemnify You against liability in respect of Pollution happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and iii) nothing in these provisos will increase Our liability to pay more than the limits of Indemnity specified in the Schedule in total in respect of damages costs fees and expenses-awarded against You during the Period of Insurance.</p>	
<p>8. Products Supplied to, or work in or on or travel to, from or within any offshore accommodation, exploration, drilling or production rig, platform or support vessel.</p>	
<p>9. Bodily Injury or Damage to Property arising from Products Supplied other than</p> <p>9.1 the sale or supply of food and drink.</p> <p>9.2 the disposal of furniture and office equipment previously used in the course of Your Business.</p>	
<p>10. Recalling or making refunds in respect of Products Supplied or The Works.</p>	
<p>11. Liquidated damages, penalty clauses or fines.</p>	
<p>12. Liability imposed on You solely by the terms of any contract conditions or agreement in connection with Products Supplied.</p>	
<p>13. Aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.</p>	
<p>14. Any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with</p> <p>14.1 Virus or Similar Mechanism.</p> <p>14.2 Denial of Service Attack.</p> <p>14.3 unauthorised access to or use of Computer and Electronic Equipment.</p>	<p>14.4 We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.</p>



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15. We will not indemnify You against: loss, Damage, cost, or expense or Your legal liability directly or indirectly caused by or arising out of Terrorism or any loss, Damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

If We allege that by reason of this exclusion, any loss, Damage, cost or expense or liability is not covered by this Policy, the burden of proving the contrary shall be upon You. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

16. We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or Products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

17. The amount of Compensation and Costs and Expenses shown in Your Schedule as applying to each and every event resulting in Damage to Property. You will reimburse any such amount We have paid.

18. Any consequence whatsoever which is the direct or indirect result of any of the following, whether or not such consequence has been contributed to by any other cause or event

18.1 We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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.



19. We will not indemnify You against loss, Damage, expense or Your legal liability directly or indirectly caused by or contributed by or arising from:

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

20. Any claim which arises directly or indirectly from or consists of the failure or inability of any

20.1.1 electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment or systems, or any similar device, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

20.1.2 media or systems used in connection with anything referred to in 20.1.1 above, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date.

20. This exclusion does not apply if such loss or Damage arises out of one or more of the following perils;

- i) Fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank, apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) storm, hail
- vi) flood inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption



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20.2	Items 20.1.1 and 20.1.2 above includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or to correctly manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of	
20.2.1	recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time	
20.2.2	the operation of any command or logic which has been programmed or incorporated into anything referred to in 20.1.1 and 20.1.2 above.	
21.	<p>Disease Exclusion</p> <p>We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:</p> <p>Poisoning, disease or illness, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.</p>	
22.	<p>Micro-Organism Exclusion</p> <p>We will not Indemnify You against any loss Damage claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.</p> <p>This Exclusion applies regardless whether there is; i) any physical loss or Damage to Insured Property; ii) any Defined Peril or cause whether or not contributing concurrently or in any sequence; iii) any loss of use occupancy or functionality; iv) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body. This Exclusion replaces and supersedes any provision in this Policy that provides insurance, in whole or in part, for these matters.</p>	



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23. Nuclear Energy Risks

We will not indemnify You in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this Policy, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.



The following Policy Terms and Conditions apply to all Sections of Your policy, unless stated otherwise. These should be read in conjunction with any Terms and Conditions which apply to other Sections of Your policy.

Alteration of Risk

We may choose to cancel the policy from the date of alteration where

- (1) There has been any alteration to the Property Insured, Your Premises and/or Your Business which increases the risk of loss, liability, destruction, damage, accident or injury or
- (2) Your interest ceases except by will or operation of law

unless We have accepted the alteration.

Arbitration

If We accept liability for a claim but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

Cancellation

Direct Customers only

If you decide that this policy does not meet your insurance needs, then you can cancel from the original inception date, within the 14-day cooling-off period and, if no claims have been made or are pending, we will refund your premium in full. The cooling-off period starts from when the policy begins or when you receive your policy documents, whichever is later.

Where a claim has been made, a refund will not be given.

For a policy purchased with a 12 month Period of Insurance - If you wish to cancel the policy after 14 days, we will provide a refund, less a proportionate charge for any cover already provided and the cancellation fee of £25, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred, is pending or there has been an incident likely to result in a claim, no refund of premium will be provided.

For a policy purchased with a Period of Insurance less than 12 months - You can cancel the policy at any time, but if your policy Period of Insurance was 1,3, 6 or 9 months, you will not receive any return of premium.

Commercial Customers only

You may cancel this policy at any time after the date We have received the premium, by providing 30 days' notice in writing to Us.

For a policy purchased with a 12 month Period of Insurance - If you wish to cancel the policy, we will provide a refund, less a proportionate charge for any cover already provided and the cancellation fee of £25, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred, is pending or there has been an incident likely to result in a claim, no refund of premium will be provided.

For a policy purchased with a Period of Insurance less than 12 months - You can cancel the policy at any time, but if your policy Period of Insurance was 1,3, 6 or 9 months, you will not receive any return of premium.

We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

Applicable to Direct and Commercial Customers

We may also cancel this policy at any time by sending You not less than 30 days written notice to Your last known address. We will refund a proportionate part of the premium for the unexpired period, providing there have been no:

- (a) claim(s) made under the policy for which We have made a payment



- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and which are likely to give rise to a claim which has yet to be reported to Us during the current Period of Insurance.

Contribution

This condition only applies to Property Owners Liability Section and Employers' Liability Section

If the insurance provided by these Sections is also covered by another policy (or would if it was not for the existence of these Sections), We will only cover You for any excess amount beyond that which would be payable under such other insurance if these Sections had not been effected.

Applicable to all other Sections insured by this policy

If any loss, destruction, damage or liability covered by this policy is also covered by another insurance policy, (or would be if this policy did not exist), We will only pay a rateable share of the claim. If the other insurance policy is subject to a condition of average and this policy is not, this policy will then become subject to the same condition of average.

If the other insurance covering the Property Insured has a condition which excludes proportional payment in whole or in part, the payment We make will be limited to the percentage of loss, destruction or damage that the Sum Insured bears to the value of the Property.

Discharge of Liability

We may choose at any time to pay the Cover Limit, the Sum Insured, or a smaller amount for which a claim can be settled. We will not make any further payment for that claim except for Costs and Expenses which were incurred before the payment of the claim.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Identification

The policy and Schedule will read as one contract.



Index Linking

The following is applicable at Renewal

Where it states in Your Schedule that index linking applies Your Sums Insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain Your existing amounts insured unless You advise Us otherwise.

In the event of a negative index We will retain Your existing amounts insured unless You advise Us otherwise.

The following is applicable to Claims

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (1) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (2) where the breach was neither deliberate nor reckless, and but for the breach:
 - (a) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - (b) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or
 - (c) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (1) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid
- (2) where the breach was neither deliberate nor reckless, and but for the breach:
 - (a) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - (b) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made.

and/or

- (c) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.



Our Rights

If Damage occurs which may lead to a claim We may

- (1) enter or take possession of the building or premises
- (2) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not provide cover for Damage if You, or anyone acting on Your behalf, hinder or obstruct us, or do not comply with Our requirements. You are not entitled to abandon property to Us.

Not applicable to the Employers' Liability or the Property Owners Liability Sections.

Reinstatement

When We reinstate or replace any of Your property, You will pay to provide any plans, documents, books and information that We require. We will not be obliged to reinstate property exactly but only in as satisfactory a manner as circumstances allow.

The most We will pay for any one item is the Sum Insured.

Subjectivity

- (1) At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You
 - (a) providing Us with any additional information
 - (b) completing any actions agreed between You and Us
 - (c) allowing Us to complete any actions agreed between You and Us.
- (2) If required by Us, You must allow Us access to Your Premises and/or Your Business to carry out survey(s), and Your compliance with any risk improvements identified.

If this is the case, then Your Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates), We may choose to

- (i) alter Your premium
- (ii) amend the terms and conditions of Your policy
- (iii) require You to make alterations to Your Premises insured by the required date(s), and/or to comply with any risk improvements identified
- (iv) exercise Our right to cancel Your policy under Policy Terms and Conditions item – Cancellation
- (v) leave Your policy terms, conditions and premium unaltered.

If We proceed with any of 1(a), 1(b) and 1(c) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for unexpired period of cover.

Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to recover losses We become entitled to from other parties, following Our payment for loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of liability or payment of a claim.



A Definition is a statement of the meaning of a word, phrase or term. The Definitions listed below apply to the Policy and will have the same meaning wherever they appear within this Policy.

- Asbestos** - Asbestos, asbestos fibres or any derivatives of asbestos.
- Attendance Expenses** - The salary or wages of the Insured Person for the time they are off work
- (a) to attend any arbitration, court or tribunal hearing at Our request
- (b) as a defendant or while attending jury service.
- The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work, less any amount You, the court or tribunal, have paid them.
- Bodily injury** - Bodily injury including death, illness, disease or nervous shock.
- Buildings** - The building including
- (a) interior decorations and landlords' fixtures and fittings and tenants improvements
- (b) telecommunication, television and radio aerials, satellite dishes, aerial fittings and masts
- (c) outbuildings, roads, pavements, fences, gates, paths, drives, fixed signs, garden walls, patios, terraces, ornaments and statues, car parks, cess pits and septic tanks, oil tanks
- (d) underground pipes, cables and wires
- (e) gangways, pedestrian malls, pedestrian access bridges, hardstandings, bollards, barriers, flag poles, lamp posts, street furniture
- (f) video, audio and building management and security systems and equipment
- (g) trees, shrubs, hedges, plants and turf used in landscaping.
- Compensation** - Damages, including interest.
- 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.
- Computer System** - any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- Costs and Expenses** - (1) Fees for The Insured's legal representation at any Coroner's Inquest or Fatal Accident Enquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.



- Contents**
- Household items and personal belongings
 - that you own;
 - that you are legally responsible for;
 - that belong to domestic employees who live with you.
- The definition of contents does not include:
- property insured by any other insurance policy;
 - motorised vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
 - any part of the structure of your home includes ceilings, wallpapers and the like;
 - any living creature.
- Cover Limit**
- **Applicable to all sections EXCEPT Employers' Liability section.**
- The maximum amount, stated in Your Schedule which We will pay for any or all claims arising out of one cause. For Products Supplied or Pollution or Contamination, the Cover Limit will apply to the total of all claims occurring in any one Period of Insurance.
- Applicable to the Employers' Liability section.**
- The maximum amount, stated in Your Schedule including Costs and Expenses, which We will pay for any one claim or series of claims against The Insured arising out of one cause.
- Covered Loss**
- All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property during the Period of Insurance in the Territory, the proximate cause of which is an Act of Terrorism.
- Cyber Act**
- An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- Cyber Incident**
- The words Cyber Incident shall mean: a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- Cyber Loss**
- Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- Damage**
- Physical loss, destruction or damage.
- Data**
- 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
- Data Processing Media** - Any property insured by this Policy on which Data can be stored but not the Data itself.
- Data Storage Materials** - Any materials or devices used for the storage or representation of Data. **This includes, but is not limited to, disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also be Computer and Electronic Equipment.**
- Employee**
- Any person who is
 - (1) under a contract of service or apprenticeship with You
 - (2) borrowed by or hired to You
 - (3) a labour master or supplied by a labour master
 - (4) employed by labour only sub-contractors



- (5) self employed
- (6) under a work experience or training scheme
- (7) a voluntary helper
while working under Your control in connection with The Business
- (8) an outworker or homeworker when engaged in work on Your behalf.

- Endorsement/
Endorsements** - An alteration to the terms of Your policy.
- Excess/Excesses** - The amount(s) specified in Your policy or Your Schedule which We will deduct from each and every claim. You will repay any such amount paid by Us.
- Failure** - Any partial or complete reduction in the performance availability, functionality or the ability to recognise or process any date or time, of any Computer and Electronic Equipment, website or other electronic means of communication.
- Financial Loss** - A pecuniary loss suffered by any tenant of The Insured and not caused by Personal Injury or Damage to Property.
- Hacking** - **Applicable to all sections.**
Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.
- Heads of Cover** - Any of the following types of direct insurance cover
 - (1) Buildings and completed structures
 - (2) Other property
insured under this policy.
- Indemnity Period** - The period during which Your Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.
- Individual** - Any person other than
 - (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
 - (2) a sole trader, trustee or body of trustees provided that the Property Insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
 - (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
 - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
 - (b) located in premises owned by any such person,
and the commercially occupied proportion of the property does not exceed 20%
 - (4) an individual insuring property that is of sole commercial use.
 - (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.



- Insured Event(s)**

 - 1. Fire
 - 2. Explosion
 - 3. Aircraft
 - 4. Riot, Civil Commotion and Malicious Damage
 - 5. Earthquake
 - 6. Underground Fire
 - 7. Spontaneous Combustion
 - 8. Storm and Flood and Falling Trees
 - 9. Escape of Water/Oil
 - 10. Impact
 - 11. Theft or Attempted Theft
 - 12. Glass
 - 13. Subsidence
 - 14. Accidental Damage (if stated as applying in Your Schedule).

- Insured Person**

 - You or Your directors, partners or Employees aged between 16 and 75.

- Landlords Contents in Common Areas**

 - Furniture, furnishing, fixtures and fittings and refrigerators, dishwashers, washing machines, microwaves and other white goods belonging to You or for which You are responsible within the Building at Your Premises.

- Landlords Contents**

 - Furniture, furnishings, fixtures and fittings and other contents including janitorial goods belonging to You or for which You are responsible in the common areas of Your Premises. **This includes property kept in yards, car parks, gardens or other open areas at Your Premises.**

- Loss of Data**

 - **Applicable to all Sections EXCEPT Employers' Liability and Property Owners Liability.**
Loss, destruction, alteration or loss of use of physical or electronic Data. **This includes, but is not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.**
Applicable to the Property Owners Liability section.
Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part. **This includes but is not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.**

- Maximum Indemnity Period**

 - The number of months stated in Your Schedule unless otherwise stated within any Additional Cover item.

- Nuclear Installation**

 - Any installation of such class or description as may be prescribed by regulations made by the Secretary of State (or any successor relevant authority) from time to time by statutory instrument, being an installation designed or adapted for
 - (1) the production or use of atomic energy;
 - (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or
 - (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.



- Nuclear Reactor** - Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.
- Period of Insurance** - From the effective date until the expiry date shown in Your Schedule and any subsequent period for which We accept payment for renewal of this policy.
- Personal Injury** - (1) Bodily Injury
(2) Wrongful
 - (a) arrest, detention or imprisonment.
 - (b) eviction.
 - (c) accusation of shoplifting.
- Policy Administrators** - The authorised administrators, Thistle Insurance Services Limited (on behalf of PIB Group Limited).
- Pollution or Contamination** - a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to, (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of Terrorism, and (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above
- Products supplied** - Anything which is:
 - (1) manufactured, sold, supplied, processed, altered or treated
 - (2) repaired, serviced or tested
 - (3) installed, constructed, erected or transported
 by You or on Your behalf and which is no longer in the custody or control of The Insured.
- Property** - Material property.
- Property Insured** - Property Insured as stated in Your Schedule.
- Residential Property** - Private dwelling houses, flats, household goods and personal effects.
- Residential Unit** - Any individual self-contained living area within Your Premises.
- Territory** - England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).
- Terrorism** - Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- The Defined Territories** - **Applicable to all sections EXCEPT the Employers' Liability and Property Owners Liability sections.**
Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
Applicable to Employers' Liability and Property Owners Liability sections.
Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.
- The Insured(s)** - The Insured
 - (1) You
 - (2) Your personal representatives in respect of legal liability You incur



- (3) At Your request, including the personal representatives of these persons
- (a) any director, partner, or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance services in their respective capacities as such
 - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions
 - (e) the Resident of any Residential Unit for liability that may attach to You as property owner and not to them as occupier

for legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each insured party will be subject to the terms of this Section in so far as they apply.

The most We will pay will not exceed the Cover Limit regardless of the number of parties claiming to be insured.

- The Premises** - The premises specified in The Schedule.
- The Territorial Limits** - **Applicable to Property Owners Liability section.**

Anywhere in the world in connection with Your Business conducted by You from premises within The Defined Territories.

Applicable to Employers' Liability section.

Anywhere in the world in connection with Your Business conducted by You from premises within The Defined Territories.

We will not provide cover in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work outside The Defined Territories.
- The Works** - All works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.
- Treasury** - The Lords Commissioners of HM Treasury from time to time, or any successor relevant authority.
- Unoccupied** - Any Building, portion of a Building that is
 - (1) untenanted or void

and/or

 - (2) empty, vacant or disused

for a period in excess of 45 consecutive days.
- We/Us/Our** - Great Lakes Insurance SE.
- Your Premises** - Your Premises as stated in Your Schedule.
- Your Schedule** - The document which specifies details of The Policyholder, Your Premises, Property Insured, sums insured, Cover Limit and your obligations, Conditions, Excesses and Endorsements applying to the policy.
- You/Your/The Policyholder** - The person(s), company(ies), partnership(s) or unincorporated association(s) named in Your Schedule as The Policyholder.



How to complain

Our aim is to provide all our customers with a first-class standard of service. However, there may be occasions when you feel this objective has not been achieved. If you have a complaint about your policy or the handling of a claim, the details below set out some of the key steps that you can take to address your concerns.

Where do I start?

If your complaint is about the way in which the policy was sold to you or whether it meets your requirements, you should contact the Policy Administrators:

Unoccupied Property
Thistle Insurance Services Limited
Southgate House
Southgate Street
Gloucester, GL1 1UB

Telephone: 0800 316 9842
Email: unoccupied@guardcover.co.uk

If your complaint is about a claim, you should refer the matter to MPL Claims Management Ltd. Their contact details are provided below.

MPL Claims Management Ltd
Unit 6
Godbolts Business Park
London Road
Marks Tey
Colchester
Essex, CO6 1HZ

Telephone: 0345 060 0014
Email: qunderwriting@mplclaims.com

Alternatively, you can ask the Policy Administrator to refer the matter on for you.

Please quote your policy number in all correspondence so that your concerns may be dealt with speedily.

What happens next?

If your complaint is not able to be resolved satisfactorily by close of business on the third working day following receipt, your complaint will be referred to the Complaints Manager for Ergo UK Specialty Ltd, who will send you an acknowledgement letter.

If you don't receive any acknowledgement letter, or at any time if you wish to do so, you may contact the Complaints Manager yourself by using any of the below contact details:

Complaints Manager
Ergo UK Specialty Ltd
10 Fenchurch Avenue
London, EC3M 5BN

Email: complaints@ergo-commercial.co.uk

The Complaints Manager will investigate your complaint and will provide you with a written response within eight weeks of your initial complaint. This will either be a final response or a letter informing you that we need more time for our investigation.



If you remain unhappy

If we have not resolved your complaint at the end of eight weeks, or if after receiving our final response you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service (contact details below). You will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9GE
Telephone: 0800 0234 567

Further information is available from them and you may refer a complaint to them online at www.financial-ombudsman.org.uk

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;
2. a business which has a group annual turnover of less than £6.5m and either -
 - a) fewer than 50 staffOR
 - b) an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent;
3. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.



Privacy Notice – PIB Group Limited

This Privacy Notice provides details of the personal data we collect from you, what we do with it, how you might access it and who it might be shared with.

Our Contact Information and Data Protection Officer

The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. The company is a subsidiary of PIB Group Limited.

Our Data Protection Officer can be contacted directly here:

Data Protection Officer
PIB Group Limited
1 Minster Court
Mincing Lane
London, EC3R 7AA
Tel: 0330 058 9700
Email: dpo@pib-insurance.com

What we do with your personal data

We use the personal data you give to us to provide insurance policies and to process claims.

We may use your personal data for other similar purposes, including marketing and communications, but that will only occur if we have your consent or where, as a current or previous user of our services, we rely on a legitimate interest justification for doing so. You have a right at any time to stop us from contacting you for marketing purposes. Please contact us to do so - see above.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance or risk sector; for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, specific service providers, claim management companies, 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.

More information on how the Insurance market works is available from the London Insurance Market Core Uses Information Notice available at <https://www.pibgroup.co.uk/core-uses>

What personal data do we collect?

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.

Special categories of personal data such as data about your health and criminal convictions may be collected and processed on a consent or public interest basis if this is necessary for insurance purposes.

If you provide us with personal data about other people, for example; family members you wish to add to a policy or contract, we expect you to ensure that they know you are doing so and they are content with their information being provided to us.

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud.



How do we look after personal data?

We restrict, secure and control all of our systems. We retain personal data only for as long as is necessary to undertake the contracts and to respond to your requests, or longer if required by law.

How can you access your personal data?

You have the right to request access to any of your personal data we may hold. If any of that information is incorrect, you can request that we change it. If we are not using your information correctly, you can request that we stop using it or that we delete it completely.

If you would like to make a request to see what personal data of yours we hold, you may make a request to our Data Protection Officer using the details above.

Where we have asked for your consent to use your personal data, you have the right to withdraw that consent at any time. If you withdraw your consent, we will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.

Our Supervisory Authority

You have the right to lodge a complaint with the Information Commissioner's Office (ICO), contact details below:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire, SK9 5AF

Tel: 0303 123 1113

Web: <https://ico.org.uk/>

This document can be made available in other formats on request.

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