



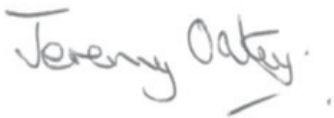
Commercial Property Owners

## Commercial Property Owners Policy

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any Endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.

The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

Signed on our behalf.



Chairman



Managing Director

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### Insuring your property

Owning a property brings with it all the usual maintenance issues and associated costs. Your policy will not pay for damage caused by the usual process of wear and tear. Nor will it pay for damage that has occurred over a period of time due to lack of maintenance. It is designed to step in and help out when the unexpected and out of the ordinary happens.

It is important that you tell us immediately when the use or occupation of the property changes because it could affect the cover we have previously provided and there may be some requirements that we need you to carry out for your cover to continue. A change in circumstances would include such things as:

- **The property becoming empty.**
- **Its use changing.**
- **The tenant's occupation or trade changing.**

Failure to advise us may mean you have no insurance cover in force. You should consider who is responsible for what and when under the terms of your lease if damage occurs. This might include such things as damage to tenant's improvements, contents of individual units if let furnished or contents of communal areas. Make sure you understand the extent of your responsibilities as a landlord and that your policy adequately protects you.

### Loss of rental income

When insuring an investment property it's important that not only is the physical asset protected against damage but also the income it generates. You need to make sure this is covered and that you have cover for an adequate amount of time. Consider whether the indemnity period (the period of time that the policy will cover lost rent) you choose is adequate. If the worst happens to your building it may take many months or even years for it to be reinstated and generating rental income again.

### Accurate valuation of your property

It is important that you have the right level of insurance in place to fully protect your property. The consequences of underinsurance can be very damaging as you may find that your claim is not met in full – often at a time when the money is most needed.

Over-insuring your property can also leave you out of pocket as you are likely to be paying too much for your insurance.

You should insure your property for the full reinstatement value (this means the cost to fully rebuild the property, not the market value). To be confident of having an accurate buildings reinstatement valuation it is best to instruct a local chartered surveyor to carry out a detailed assessment on your behalf.

If you decide to calculate the full reinstatement value without professional help there are numerous aspects that require careful thought. In summary, your valuation should include:

- **Demolition costs**
- **Architects and other professional fees**
- **Site clearance costs**
- **Rebuilding costs to restore the property**
- Check the definition of 'buildings' that applies to your insurance policy (this may differ between insurers and policy types) to ensure that all the appropriate areas are included in your calculation.



## General Advice for Landlords

- It is important to recognise the difference between a property's market value and its reinstatement value. Market value represents what the owner might get if the property is sold. The two valuations may, and generally do, vary significantly.
- Listed status typically leads to additional cost implications when it comes to rebuilding. Specialist contractors may need to employ certain building techniques and use specific materials which can influence reinstatement cost and time.
- Older properties are more likely to contain hazardous materials such as asbestos. Ensuring that such materials are safely dealt with can significantly increase demolition and clearance costs.
- Remote properties or those with limited access can also incur increased demolition, clearance and rebuild costs.
- It is important that reinstatement valuations are reviewed on a regular basis. Factors such as inflation and variations in local market labour and material costs over time can affect the accuracy of the valuation.

### Unoccupancy

If your property becomes unoccupied for more than 30 days, you should take reasonable measures to protect your property. This should include the following:

- (a) all services should be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating system drained
- (b) the property should be adequately secured against unauthorised entry
- (c) at least weekly inspections should be made of the property by you or a responsible person acting on your behalf
- (d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the property.

Please note that in the event of your property becoming unoccupied for more than 30 days, you will no longer be insured against malicious damage, escape of water or oil, theft or accidental damage.

## General Definitions

Each time any of the following words or phrases appear in **bold type** (or in capital letters in the Schedule) they will take the meaning shown below unless more specifically defined in a policy section

**Additional Expenditure** means additional costs necessarily and reasonably incurred with our consent.

**Asbestos** means asbestos, asbestos fibres or any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos in whatever form or quantity.

**Building(s)** means the main structure(s) at the Risk Address(es) including

- (a) landlords fixtures and fittings
- (b) outbuildings, garages, swimming pools and tennis courts
- (c) walls, gates, fences, hedges, paths, patios, terraces, drives, yards, car parks, car ports, roads, pavements, fixed signs, cess pits and septic tanks but excluding bridges unless they are specifically mentioned on the Schedule
- (d) underground pipes, cables and wires
- (e) telecommunication, television and radio aerials, satellite dishes, aerial fittings and masts
- (f) fixed video, audio and building management and security systems and equipment
- (g) all fixed glass including shop fronts
- (h) fixed signs and sanitary fixtures provided they are within the boundaries of the land for which you are responsible.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Business Activity** means the business of the Policyholder as stated in the Schedule (including the routine repair, maintenance and decoration of the **Buildings**).

**Damage** means physical loss, destruction or damage.

**Employee(s)** means any person working for you in connection with your **Business Activity** who is

- (a) under a contract of service or apprenticeship with you
- (b) a labour master or labour-only sub-contractor or person supplied by them
- (c) self-employed (for labour only)
- (d) working under a recognised work experience or training scheme
- (e) a voluntary helper
- (f) borrowed by or hired to you or
- (g) a director of your business.

**Event** means one occurrence or series of occurrences arising from or attributable to one source or original cause.

**Excess** means the amount you must pay towards any claim.

**Geographical Limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Heave** means upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

## General Definitions

**Indemnity Period** means the period beginning with the occurrence of the **Damage** and ending when the results of the **Business Activity** shall cease to be affected by the **Damage** but not exceeding the maximum indemnity period being the number of months stated in the Schedule.

**Insured Event(s)** means any Peril listed in the Schedule.

**Keys** means any device used to open a lock including, but not restricted to, any electronic device, key card or remote control transmitter.

**Landslip** means downward movement of sloping ground.

**Money** means cash, bank or currency notes, postal or money orders, current postage stamps, National Savings stamps and certificates, premium bonds, cheques, travellers' cheques, luncheon vouchers, gift vouchers, trading stamps, telephone cards and travel tickets.

**Neighbouring Property** means property in the vicinity of the **Property Insured**, the loss or damage to which will prevent or hinder the use of or access to the **Building(s)**.

**Principal** means any party (other than a director trustee partner or **Employee**) on whose behalf you are undertaking work in connection with the **Business Activity**.

**Property Insured** means the items as set out in the Property Damage section of the Schedule to this Policy.

**Rental Income** means the money including service charges paid or payable to you from the letting of the **Building(s)** specified in the Schedule.

**Settlement** means downward movement as a result of the soil being compressed by the weight of the **Buildings** within 10 years of construction.

**Subsidence** means downward movement of the ground beneath the **Buildings** other than by **Settlement**.

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

**Unoccupied** means empty or not in use by you, or any tenant of yours, for more than 30 consecutive days.

**Water Table** means the top level of underground water where the soil is in a permanent state of saturation.

## How to make a claim

Should you need to make a claim under this Policy please contact Member Services on 01872 277151 or by email to [claims@cornishmutual.co.uk](mailto:claims@cornishmutual.co.uk).

For Legal Expenses claims please call ARAG on 01872 270 159 or visit [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims).

For Business Emergency claims (if cover has been taken out) call 01872 863 293.

Please ensure you are able to provide details of the policyholder and the policy number to enable us to advise and assist you without delay.

## Claims Conditions

### Your duties

When an incident occurs that may result in a claim you shall

- (a) tell us as soon as you become aware
- (b) take all practicable steps to recover property lost and otherwise minimise the claim
- (c) tell the police immediately if the **Damage** is caused by thieves, malicious persons, vandals, or as a result of riot, civil commotion, strikes or labour disturbances
- (d) within 30 days give us any information we require and continue to provide us with any information and assistance we require before or after we pay your claim under the policy
- (e) not make or allow to be made on your behalf any admission, offer, promise or payment without our consent
- (f) forward to us every letter, claim, writ, summons and process immediately upon receipt without acknowledgement and advise us in writing or by telephoning us on 01872 277151 as soon as you have any knowledge of any impending prosecution, inquest or inquiry in connection with that incident.

No claim shall be payable unless these conditions have been complied with and in the event of non compliance any payment on account of the claim already made by us shall be repaid to us.

### Our rights

We may

- (a) start, take over, defend and conduct any legal action in your name
- (b) prosecute in your name for our benefit any claim for payment or damages. We will have full discretion in the conduct and settlement of any such action
- (c) enter any building where **Damage** has occurred and take and keep possession of any property insured by this policy. We will not accept property abandoned to us. This policy shall be proof that you have authorised our rights under this condition
- (d) at any time pay to you the Section Limit
  - (i) in the case of Defence Cost claims less any amount already paid or incurred
  - (ii) in the case of Property Owners Liability claims less any amount already paid or incurred as damages

or any lesser amount for which at our discretion any claim or claims can be settled. We will



## Claims Conditions

then relinquish control of the claim and have no further liability except for any Property Owners Liability claim when we will also pay any legal costs incurred prior to the date of such payment.

### Other Insurance

We will not make any payment for any claim that results from an incident that is covered by any other insurance that you hold, in the event that any other policy that you hold with any other insurance company excludes payment under that policy where more than one insurance exists.

Where any other insurance policy that you hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that we will pay the appropriate rateable proportion.

### Arbitration

Provided we have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an agreed arbitrator or, if an arbitrator cannot be agreed,
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

You must not take legal action against us over the dispute before the arbitrator has reached a decision.

### Fraudulent Claims

If you make any claim which is fraudulent or false no payment shall be made. We may, by giving notice to you, cancel the policy with effect from the date of the fraudulent act.

### Subrogation waiver

Subrogation means our right to take action against a third party to recover any claims payments made by us. If there is a claim, we will not take this action against any company that is:

- (a) your parent company or any of their subsidiaries
- (b) a subsidiary of your company.

We will use the relevant legislation in force at the time of the **Damage** to decide what a parent company is and what a subsidiary company is.

In addition, we will not take this action against any of your tenants if the tenant or lessee pays towards the cost of insuring the property against the **Event** that caused the **Damage** unless the **Damage** is caused by a criminal, fraudulent or malicious act of the tenant or lessee.

## Legal services and helplines

Cornish Mutual's Legal services and helplines are available through award winning specialist legal expense provider ARAG plc.

### Online legal services

Register today at: [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher codes shown below to download business and landlord's legal documents, forms and letters and access a digital law guide.

Register for Business Legal Services using voucher code CCCFCF1FB3B8.

Register for Landlords' documents using voucher code E82D3227AABE.

Many documents are free to download while others attract a modest charge.

### Telephone helplines

#### **Legal & tax advice 01872 270 155.**

If you have a legal or tax problem relating to your business we recommend calling this confidential legal and tax advice helpline. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters, including commercial and residential property letting within EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

#### **Crisis communication 01872 272 174.**

Where you need help to respond to negative publicity or media attention. You can access professional public relations support and crisis communication services. You are insured against the cost of crisis communication services under Section Five Insured Event K when you use this helpline.

#### **Redundancy assistance 01872 270 159.**

If you are planning redundancies and need extra legal support, we can arrange specialist consultancy assistance for you. Redundancy assistance will help you to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. If you would like us to arrange Redundancy assistance please call us between 9am and 5pm on weekdays (except bank holidays).

#### **Executive suite - identity theft resolution 0333 000 2083**

This service is available to the principal, executive offices, directors and partners of the business between 9am and 5pm on weekdays (except bank holidays). We provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, our specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under Section 5 Insured Event J when your executives use this helpline.

#### **Counselling assistance 01872 270 154**

For an employee or their family members needing confidential help and advice, our trained counsellors are available 24 hours a day, 365 days of the year to provide telephone support on any matter that is causing your employee upset or anxiety, from personal problems to bereavement.

## General Conditions

### (1) Failure to fairly present the risk

It is your duty to make a fair presentation of your business to us. If you fail to do this and the failure is deliberate or reckless we may

- refuse all claims
- cancel the policy from the beginning and retain all premiums paid.

If the failure is non-deliberate or non-reckless we may

- cancel the policy from the beginning but we will refund your premium
- apply different terms which may proportionately affect any claim payment.

### An example of a proportionate claim payment

If you declare the value of an insured item to be less than it is truly worth, albeit in a non-deliberate way, we would work out what percentage of the correct premium you had paid and apply this percentage to the claim payment. For example if the premium you paid was £500 and the premium you should have paid was £550, you have paid 91% of the correct premium so your claim payment would only be 91% of the full value of the claim.

### (2) Reasonable Precautions

You must:

- take all reasonable precautions to prevent accident, loss, liability or **Bodily Injury**;
- maintain the **Building** and any machinery, equipment or furnishings in a good state of repair;
- exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with;
- exercise care in the selection and supervision of **Employees**.

### (3) Alteration of Risk

If after the commencement of this insurance

- (a) there is any alteration of risk which increases the risk of **Damage**, accident or liability
- (b) the **Building** is undergoing major structural alterations or major repair (that does not include where workmen are allowed on the site to carry out minor repairs alterations or general maintenance not involving external scaffolding)
- (c) your interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or you enter into a voluntary arrangement
- (e) there is any material change in **Business Activity**
- (f) you permanently move abroad

it is a condition of this policy that immediate notice is given to us.

Upon any alteration described above we shall be entitled to cancel the policy from the date of the alteration or impose special terms and/or charge an additional premium.

### (4) Changes to Premium

If you make a change in the policy cover and it results in a charge or a refund for the period up to the renewal date of the policy then any charge or refund will only be made or given by us if it exceeds £6.

## General Conditions

### (5) Cancelling the policy

#### (a) Your right to cancel

There is a 14 day cooling off period from the date you receive your documents. If you decide to cancel the policy during this time we will refund your premium provided no claims have been made. For a cancellation at any other stage during your Policy year please contact us and we will only charge you for the time on cover unless a claim has been made in which case we will keep the full premium.

#### (b) Our right to cancel

We have the right to cancel the policy by giving you seven days' notice in writing sent by recorded delivery to your last known address explaining our reason for doing so. As long as you have not made a claim we will refund the part of your premium which covers the cancelled period. If you have made a claim then the full annual premium is due. Valid reasons for cancelling include but are not limited to:

- (i) non payment of premium, or any instalment of the premium;
- (ii) where we reasonably suspect fraud;
- (iii) where you fail to co-operate with us or give us information or documentation that we reasonably request;
- (iv) where you have not provided accurate and truthful responses to the questions we have asked when issuing, amending or renewing the policy;
- (v) where you fail to comply with the policy terms and conditions;
- (vi) where a change in your circumstances means we are unable to continue to provide cover.
- (vii) where you use threatening, abusive, intimidating or bullying behaviour towards our staff or suppliers.

### (6) Index Linking

We will automatically adjust the sums insured for your **Buildings** in line with changes in suitable indices of cost. This adjustment will continue after any insured **Damage** provided that the work of repair or reinstatement is done without delay.

### (7) Acts of Parliament and Jurisdiction

All legal instruments and rules referred to shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

### (8) Contracts (Rights of Third Parties) Act 1999

A person or company who is not a party to this contract has no right to enforce the terms and conditions of this Policy under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### (9) Choice of Law

The parties to an insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the parties the law applying to this contract is English Law and (except where the policy specifically sets out a different position) the courts of England and Wales will have jurisdiction to settle any dispute or claim that arises out of or in connection with this policy.

### (10) Premium payment by instalments

- a) if you agree to pay your premium by monthly direct debit or a similar arrangement you must pay any deposit we ask for and make sure your instalment payments are kept up to date;
- b) if you make a claim, we may deduct any outstanding amounts due to us before paying the claim

## General Exclusions

### (1) Geographical Limits

This Policy does not insure any **Damage**, loss, **Bodily Injury** or liability arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, except as specifically set out in the Policy.

### (2) Sonic Bangs

This Policy does not insure **Damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### (3) War Risks

This Policy does not insure any liability or damage directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular uprising, civil war, military uprising, mutiny, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation or destruction or requisition by order of the government or any public authority. (Not applicable to Section 4 Employers Liability).

### (4) Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

This Policy does not cover the following

- (a) **Damage** to any property or any resulting loss, expense or consequential loss, or
- (b) any legal liability

directly or indirectly caused by or contributed to by

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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 or device 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 but 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.

Part (b) of this exclusion does not apply to the Employers Liability section except in respect of liability of any principal and liability assumed by agreement.

### (5) Terrorism

This Policy does not cover any claim directly or indirectly caused by, resulting from or in connection with **Terrorism** regardless of any other contributory cause.

This insurance also excludes any claim directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism**.



## General Exclusions

If we allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon you.

This exclusion does not apply to the Employers Liability section.

### (6) Pollution and Contamination

This Policy does not insure any loss or **Damage** or liability arising from **Pollution or Contamination** unless caused by a sudden, identifiable, unintended and unforeseen incident.

### (7) Deliberate Acts

This Policy does not insure any loss of or **Damage** to any property or any liability caused deliberately by you.

### (8) Electronic Risks

- (a) This policy excludes all loss, damage, legal liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions will cover physical damage caused by such listed peril.  
Listed Perils - Fire, Explosion.
- (c) This Policy excludes all loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever and loss of use, reduction in functionality, cost, expense or legal liability of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

## Perils

### (1) Fire, lightning or earthquake

excluding fire **Damage** caused by:

- (a) spontaneous fermentation or heating; or
- (b) any heating process or any process involving the application of heat.

### (2) Explosion

excluding **Damage** resulting from the bursting of any apparatus (other than boilers used for domestic purposes only) owned by you or under your control in which internal pressure is due to steam only.

### (3) Aircraft

Impact by aircraft or other aerial devices or articles dropped therefrom.

### (4) Riot, civil commotion, labour and political disturbances

excluding **Damage** resulting from confiscation, destruction or requisition by order of the Government or any Public Authority or from cessation of work.

### (5) Malicious persons

excluding **Damage**

- (a) caused by theft
- (b) caused by any person lawfully on the premises
- (c) while the **Buildings** are **Unoccupied**
- (c) in Northern Ireland.

### (6) Impact

Impact by any road or rail vehicle, animal, falling trees or branches or radio/television aerials excluding **Damage** caused by lopping, pruning or felling of trees.

### (7) Subsidence

**Subsidence** or **Heave** of the site or **Landslip** excluding **Damage**

- (a) due to coastal or river erosion
- (b) caused by **Settlement** or shrinkage
- (c) arising from faulty workmanship, defective design or the use of defective materials or occurring while the **Buildings** are undergoing demolition or structural alterations or repairs
- (d) caused by the compaction of infill within 10 years of construction of the **Buildings**
- (e) to **Buildings** defined in (a) to (h) unless also affecting the main structure.

### (8) Storm

excluding **Damage**

- (a) (i) by the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam
- (ii) by inundation from the sea whether resulting from storm or otherwise

## Perils

- (b) attributable solely to change in the **Water Table** level
- (c) by frost, **Subsidence, Heave** or **Landslip**
- (d) to **Buildings** not in a good state of repair
- (e) to fences, gates, hedges or moveable, unfixed property or structures in the open.

### (9) Flood

excluding **Damage**

- (a) caused by storm
- (b) caused by escape of water from any tank, apparatus or pipe
- (c) attributable solely to change in the **Water Table** level
- (d) by frost, **Subsidence, Heave** or **Landslip**
- (e) to **Buildings** not in a good state of repair
- (f) to fences, gates, hedges or moveable unfixed property or structures in the open.

### (10) Escape of water or oil

**Damage** caused by escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation excluding **Damage**

- (a) caused by water discharged or leaking from any automatic sprinkler installations
- (b) occurring while the **Buildings** are **Unoccupied**.

### (11) Theft

Theft or attempted theft involving

- (a) violent and forcible entry to or exit from the **Buildings** or
- (b) assault or violence or threat of assault or violence to
  - (i) you or your directors partners or **Employees**
  - (ii) any member of your family or a directors partners or **Employees** family
  - (iii) any customer while on the premises

excluding theft or attempted theft

- (a) arising where you or any member of your household or any of your directors, partners or **Employees** are concerned as principal or accessory
- (b) of moveable property in the open
- (c) occurring while the **Buildings** are **Unoccupied**.

### (12) Accidental Damage

Accidental **Damage** to **Property Insured** except for **Damage**

- (a) which is solely due to the absence of maintenance or routine redecoration
- (b) caused by or consisting of inherent vice, latent defect, depreciation, gradual deterioration, wear and tear, its own faulty or defective design or materials, faulty or defective workmanship, mechanical or electrical breakdown, failure or breakage

## Perils

- (c) caused by demolition or any structural alteration or repair to the **Buildings**
- (d) caused by or consisting of corrosion, rust, dust, wet or dry rot, contamination, mildew, shrinkage, vermin, insects, change in temperature, colour, flavour, texture, finish or action of light
- (e) caused by delay, confiscation or detention by Customs or other officials
- (f) to property resulting from its undergoing any process of installing, erecting, altering, adjusting, cleaning, dyeing, restoration, production, packing, treatment, testing, commissioning, servicing, dismantling or repair, evaporation, loss of weight, dampness, dryness, marring, scratching, chewing, tearing or fouling
- (g) caused by atmospheric and climatic conditions (other than storm)
- (h) to clothing, contact lenses, pedal cycles, sports equipment, records, discs, cassettes, tapes or styli
- (i) to any mechanically propelled vehicle, caravan, trailer, watercraft or aircraft
- (j) by theft or attempted theft from any unattended vehicle unless
  - (i) the vehicle is locked at all points of access and
  - (ii) there are visible signs of forcible and violent entry to the vehicle and
  - (iii) the property (unless permanently fixed in position) is out of sight in a locked compartment or locked boot within the vehicle
- (k) by malicious persons
- (l) by theft or storm to moveable property left in the open
- (m) consequential loss of any kind
- (n) to **Money**
- (o) not traceable to a specific **Event**
- (p) occurring outside the **Geographical Limits**
- (q) occurring during any period in which the **Buildings** are **Unoccupied**.

### (13) Sprinkler leakage

**Damage** caused by accidental discharge or leakage of automatic sprinkler installations excluding **Damage** attributable to

- (a) heat caused by fire
- (b) repairs, alterations or extensions to the structures and/or sprinkler installations
- (c) defects in construction or condition of which you are aware.

## SECTION 1 - Property Damage

### SECTION 1 - Cover and Exclusions or Limits

The **Property Insured** by this section is subject to **Index Linking** as defined in the General Conditions.

Cover	Exclusions or Limits
<p>(1) We will pay you for <b>Damage</b> to the <b>Property Insured</b> by any <b>Insured Event</b> happening during the period of insurance stated in the Schedule.</p>	<p>The most we will pay for <b>Damage</b> to any item, including any additional costs, is the sum insured applicable to that item less the <b>Excess</b>, if applicable.</p> <p>We will not pay for <b>Damage</b> to <b>Property Insured</b> caused by pollution or contamination except where</p> <p>(a) the pollution or contamination is a direct result of an <b>Insured Event</b></p> <p>(b) the <b>Insured Event</b> directly results from pollution or contamination.</p>
<p>(2) <b>Underground services</b></p> <p>We will pay for accidental <b>Damage</b> to the underground pipes, drains and cables (including their inspection covers) serving the <b>Buildings</b> provided that you are legally responsible for repairing the <b>Damage</b>.</p>	
<p>(3) <b>Additions or Extensions</b></p> <p>Under the <b>Buildings</b> item we will cover</p> <p>(a) alterations and additions to the <b>Property Insured</b> but not in respect of any appreciation in value</p> <p>(b) newly acquired property, so far as it is not otherwise insured, anywhere in the <b>Geographical Limits</b>.</p>	<p>Provided that</p> <p>(a) at any one risk address this cover shall not exceed 10% of the <b>Buildings</b> sum insured or £500,000 whichever is the less</p> <p>(b) you undertake to give details of such extension of cover as soon as practicable and to effect specific insurance and pay any additional premium that is required from inception of the cover.</p>
<p>(4) <b>Landscaped grounds or gardens</b></p> <p>We will pay for <b>Damage</b> to the <b>Buildings'</b> landscaped grounds or gardens caused by emergency services whilst attending the <b>Buildings</b> for an <b>Insured Event</b> where we pay a claim.</p>	<p>We will not pay more than £25,000 in respect of any one claim, after deduction of the <b>Excess</b>.</p>



## SECTION 1 - Additional Cover and Exclusions or Limits

<p><b>(5) Removal of debris</b></p> <p>We will pay costs and expenses necessarily incurred by you with our consent in</p> <ul style="list-style-type: none"> <li>(a) removing debris</li> <li>(b) dismantling and/or demolishing</li> <li>(c) shoring or propping up</li> </ul> <p>of any <b>Property Insured</b> which is damaged by any <b>Insured Event</b>. The amount payable for such <b>Damage</b> and costs incurred under (a) (b) and (c) shall not exceed, in the aggregate, the sum insured by each item.</p>	<p>We will not pay for any costs or expenses</p> <ul style="list-style-type: none"> <li>(a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site</li> <li>(b) arising from pollution or contamination of property not insured by this Policy.</li> </ul>
<p><b>(6) National and Local Government Regulations and Requirements</b></p> <p>The insurance provided for <b>Buildings</b> extends to include the additional cost of reinstating the damaged parts of the <b>Buildings</b> incurred solely by reason of the necessity to comply with the stipulations of Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any Public Authority (hereinafter referred to as "the Stipulations")</p> <p>Special Conditions applicable to this extension</p> <ul style="list-style-type: none"> <li>(a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the <b>Damage</b> or within such further time as we may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to our liability under this extension not being increased.</li> <li>(b) If our liability under the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then our liability under this extension (in respect of any such item) shall be reduced in like proportion.</li> </ul>	<p>Excluding</p> <ul style="list-style-type: none"> <li>(a) the cost incurred in complying with the Stipulations <ul style="list-style-type: none"> <li>(i) in respect of <b>Damage</b> occurring prior to the granting of this extension</li> <li>(ii) in respect of <b>Damage</b> excluded or otherwise not insured by this policy</li> <li>(iii) under which notice has been served upon you prior to the <b>Damage</b> occurring</li> <li>(iv) for which there is an existing requirement which has to be implemented within a given period</li> <li>(v) in respect of any undamaged property</li> </ul> </li> <li>(b) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen</li> </ul>

## SECTION 1 - Additional Cover and Exclusions or Limits

Cover	Exclusions or Limits
<p>(c) The total amount payable under any item of the policy shall not exceed its sum insured.</p> <p>(d) Subject to the terms and conditions of the Policy except where they have been varied by this extension.</p>	<p>(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations</p>
<p><b>(7) Fees</b> We will pay architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the <b>Property Insured</b> following <b>Damage</b> by an <b>Insured Event</b> but not for preparing any claim. The amount payable for such <b>Damage</b> and fees shall not exceed in the aggregate the sum insured by each item.</p>	
<p><b>(8) Loss of oil, gas and metered water</b> We will pay for</p> <p>a) the additional charges imposed on you by the supply authority resulting from loss of oil, mains gas or metered water from the water or heating system after accidental damage to that system</p> <p>(b) the cost of replacing liquefied petroleum gas or oil following accidental discharge from the storage container at the property.</p>	<p>We will not pay more than £10,000 in respect of any one claim, after deduction of the <b>Excess</b>.</p>
<p><b>(9) Unauthorised use of electricity, gas, oil or water</b> We will pay the cost of metered electricity, mains gas, liquified petroleum gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession or occupying your <b>Building</b> without your consent.</p>	<p>We will not pay more than £5,000, less the <b>Excess</b> for any one claim and in any one period of insurance and you will take all practical steps to terminate such unauthorised use immediately you become aware of it.</p>
<p><b>(10) Loss of or duplication of keys</b> We will pay the reasonable cost of replacement locks and <b>Keys</b> in respect of doors and windows for which you are responsible and which are necessary to maintain security of the Building</p>	<p>We will not pay more than £5,000, less the <b>Excess</b>, for any one claim and in any one period of insurance</p>

## SECTION 1 - Additional Cover and Exclusions or Limits

Cover	Exclusions or Limits
<p>(a) following the accidental loss of <b>Keys</b> or</p> <p>(b) where there is reasonable evidence that such <b>Keys</b> have been copied by an unauthorised person.</p>	
<p><b>(11) Tenant debris removal</b></p> <p>We will pay costs necessarily and reasonably incurred following <b>Damage</b> at the Risk Address(es) on the Schedule for the removal of tenants debris including fixtures and fittings which are not your property for the purposes of accelerating the reinstatement of the <b>Building</b>.</p>	<p>We will not pay you where a more specific insurance policy is in force.</p> <p>The maximum we will pay in respect of any one claim is £25,000.</p>
<p><b>(12) Sale of buildings</b></p> <p>We will give a purchaser who has contracted to buy your <b>Building</b> the benefit of the cover under this section, from the time you exchange contracts until completion of the sale (or expiry of your policy if earlier) as long as the purchaser has no other insurance in force.</p>	
<p><b>(13) Clearing of drains</b></p> <p>We will pay expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like in consequence of <b>Damage</b> caused by any <b>Insured Event</b> occurring at the <b>Building</b> belonging to you or for which you are responsible.</p>	
<p><b>(14) Trace and access</b></p> <p>We will pay costs and expenses reasonably incurred by you in locating the source of a leakage of oil, mains gas, liquefied petroleum gas or water at the Risk Address(es) specified in the Schedule and the cost of making good damage caused by the search.</p>	<p>The maximum we will pay in respect of any one claim is £5,000, after deduction of the <b>Excess</b>.</p>
<p><b>(15) Extinguisher and alarm re-setting expenses</b></p> <p>We will pay reasonable costs incurred by you in refilling fire extinguishing appliances, replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an <b>Insured Event</b>.</p>	<p>The maximum we will pay in respect of any one claim is £5,000.</p> <p>We will not pay</p> <p>(a) if you have failed to maintain all such equipment in accordance with the manufacturers instructions.</p>

## SECTION 1 - Additional Cover and Exclusions or Limits

Cover	Exclusions or Limits
	(b) any costs and expenses recoverable from your maintenance company or the Fire and Rescue Service.
<p><b>(16) Dumping and fly tipping</b></p> <p>We will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping at the Risk Address(es) specified on the Schedule, caused by a sudden specific <b>Event</b> outside your control.</p>	<p>The maximum we will pay in respect of any one claim is £5,000, after deduction of the <b>Excess</b>.</p>
<p><b>(17) Contents Temporarily Removed</b></p> <p>Loss of or <b>Damage</b> to machinery, fixtures and fittings while temporarily removed from the <b>Building</b> for the purpose of cleaning, repair or renovation, caused by an <b>Insured Event</b>.</p>	<p>We will not pay more than 25% of the Sum Insured shown against Landlords Contents in the Schedule in respect of any one event, after deduction of the <b>Excess</b>.</p>
<p><b>(18) Theft Damage to Buildings</b></p> <p>Only applicable if Peril 11. Theft is operative. <b>Damage</b> to your <b>Buildings</b> caused by theft or attempted theft, provided that you are legally responsible for repairing the <b>Damage</b> and the <b>Damage</b> is not insured under another policy.</p>	<p>We will not pay more than £10,000 in respect of any one claim, after deduction of the <b>Excess</b>.</p>
<p><b>(19) Residential Property</b></p> <p>If a residential <b>Building</b> or residential portion of a <b>Building</b> sustains <b>Damage</b> as a result of an <b>Insured Event</b>, we will pay for the reasonable additional costs of comparable accommodation until the <b>Building</b> is fit for occupation.</p>	<p>We will not pay more than 20% of the sum insured of the damaged <b>Building</b> subject to a maximum of £25,000</p>

## SECTION 1 - Claims Settlement Provisions

We shall not pay out in respect of any one of the items insured more than the sum insured shown on the Schedule.

### **Basis of settlement – Buildings**

Claims for **Damage** to **Buildings** will be settled on the basis of the cost of reinstatement.

For this purpose “reinstatement” means

- (a) the rebuilding or replacement of property lost or destroyed which provided our liability is not increased may be carried out
  - (i) in any manner suitable to your requirements
  - (ii) upon another site.
- (b) the repair or restoration of property damaged.

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new and without any allowance for depreciation or wear and tear provided that:

- (i) the **Buildings** were in a good state of repair at the time of the **Damage**
- (ii) reinstatement commences and proceeds without unreasonable delay
- (iii) the cost of reinstatement shall have been actually incurred
- (iv) our liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- (v) we shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in a reasonably sufficient manner.

### **Basis of settlement - Landlords Contents**

We will settle a claim for loss or **Damage** to property by payment or, at our option, by replacement, reinstatement or repair, subject to any relevant monetary limit specified in this Section:

We will pay for the cost of repair less a deduction for any depreciation and wear and tear

- (a) if that part of the property which is the subject of the claim is not maintained in good condition at the time of the loss or **Damage**.
- (b) if repair or replacement is not carried out.

For the purpose of any claim settlement replacement, reinstatement or repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.



## SECTION 2 - Loss of Rental Income

Cover	Exclusions or Limits
<p>We will pay:</p> <p>(a) Loss of <b>Rental Income</b> as a result of the <b>Business Activity</b> at the Risk Address(es) shown in the Schedule being interrupted or interfered with following loss or damage, caused by an <b>Insured Event</b>, of or to:</p> <p>(i) <b>Property Insured</b>, provided that payment has been made or liability admitted for the loss or damage under Section 1 of this Policy.</p> <p>(ii) <b>Neighbouring Property</b> (whether the <b>Buildings</b> or their contents are damaged or not), provided that liability would have been admitted for the loss or damage under Section 1 of this Policy had the loss or damage occurred to <b>Property Insured</b>.</p> <p>(b) Reasonable charges incurred only with our prior written consent payable by you to your professional accountants for producing and certifying any information which we request in connection with a claim under this section.</p> <p>We will not pay more than 133.33% of the <b>Rental Income</b> shown in the Schedule in respect of any one event.</p>	<p>We will not pay loss of <b>Rental Income</b>:</p> <p>(1) following <b>Damage to Property Insured or Neighbouring Property</b> caused by pollution or contamination except where</p> <p>(a) the pollution or contamination is a direct result of an <b>Insured Event</b></p> <p>(b) the <b>Insured Event</b> directly results from pollution or contamination.</p> <p>(2) following loss of or damage to the property of any supply undertaking from which you obtain electricity, gas, telecommunications or water services, which prevents or hinders the supply of such services to the <b>Building</b>.</p> <p>(3) resulting from any human, contagious or communicable disease. This includes the fear or threat of such disease or any steps taken to control or prevent the spread or transmission of such actual, feared or threatened disease.</p>

### Cessation of Interest

This section will be made void immediately if, at any time:

- (1) the **Business Activity** is permanently discontinued, wound up or carried on by a liquidator or receiver; or
  - (2) any other formal arrangements are made with creditors; or
  - (3) your interest ceases other than by death;
- unless we give our written consent to the contrary.

## Claims Settlement Provisions

We will settle a claim for loss of **Rental Income** by payment on the basis of reduction in **Rental Income** and increase in cost of working, subject to any relevant monetary limit specified in this section. We will pay:

- (1) the amount by which the **Rental Income** during the **Indemnity Period**, as a result of loss or damage, falls short of the **Rental Income** which would have been received during the **Indemnity Period** had no damage occurred;
- (2) in respect of increase in cost of working, reasonable and necessary additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **Rental Income** which otherwise would have taken place during the **Indemnity Period** because of the loss or damage, up to the amount of the reduction so avoided;

less any sum saved during the **Indemnity Period** in respect of those charges and expenses of the **Business Activity** payable out of **Rental Income** which cease or are reduced because of the loss or damage.

If during the **Indemnity Period**, **Rental Income** is derived from elsewhere for the benefit of the **Business Activity** either by you or by others on your behalf the money paid or payable will be brought into account in arriving at the **Rental Income** during the **Indemnity Period**.

**Rental Income** will be adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business Activity**, before or after the damage, so that the adjusted figures represent as far as reasonably practicable the results which but for the loss or damage would have been obtained during the **Indemnity Period**.

If your business is in the first year of trading **Rental Income** will reflect the actual figures realised between the date your **Business Activity** started and the occurrence of the loss or damage giving rise to a claim under this section.

### Special Condition

#### Renewal Clause

The Policyholder shall, prior to each renewal of the Policy provide us with the **Rental Income** amount which is applicable for the financial year most nearly concurrent with the ensuing period of insurance. In the absence of this, we will use the last **Rental Income** figure provided by you.

## SECTION 3 – Property Owners Liability

### SECTION 3 - Definitions

Words with different meanings in this section are highlighted in **bold** (or in capital letters in the Schedule) and are either defined below or defined in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Business Activity:** means the activity stated in the schedule and which is conducted solely from premises in the **Geographical Limits** including

- (a) the ownership, occupation, repair, maintenance and decoration of your property
- (b) the provision of catering social sports educational and welfare facilities and first aid medical and ambulance services for the benefit of **Employees**
- (c) the provision of fire and security services maintained only for the protection of premises owned by you
- (d) private work undertaken by an **Employee** with your prior consent for a director trustee partner or **Employee** of yours.

**Data** means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

### SECTION 3 – Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p>We will pay all sums which you shall become legally liable to pay as compensation for:</p> <ul style="list-style-type: none"><li>(a) accidental <b>Bodily Injury</b> of any person</li><li>(b) accidental <b>Damage</b> to property, excluding <b>Data</b>, not belonging to you or in your charge or under your control or that of an <b>Employee</b></li><li>(c) nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way happening during the period of insurance and caused in connection with the <b>Business Activity</b>.</li></ul> <p>The total amount we will pay in respect of damages for</p> <ul style="list-style-type: none"><li>(a) any one <b>Event</b></li><li>(b) all <b>Events</b> arising from <b>Pollution or Contamination</b> which have occurred during any period of insurance</li></ul> <p>shall not exceed the Section Limit shown in the Schedule.</p>	<p>No cover is provided in respect of</p> <ul style="list-style-type: none"><li>(1) any liability connected directly or indirectly in any way with any error or omission in the provision of professional services.</li><li>(2) any liability arising from <b>Bodily Injury</b> to any <b>Employee</b> caused in connection with the <b>Business Activity</b>.</li><li>(3) any liability arising from ownership, possession or use by you or on your behalf of<ul style="list-style-type: none"><li>(a) any mechanically propelled vehicle where a motor insurance policy is in force or in circumstances where insurance or security is required under any road traffic legislation</li><li>(b) any craft designed to travel in, on or through water, air or space.</li></ul></li><li>(4) any liability arising from <b>Bodily Injury</b> or <b>Damage</b> caused directly or indirectly by pollution or contamination of buildings</li></ul>

### SECTION 3 – Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p>Where we are liable to make payments to more than one person the total amount payable to all parties including you in respect of damages arising from one <b>Event</b> shall not exceed the Section Limit shown in the schedule.</p> <p>We will in addition pay costs and expenses incurred with our consent, including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction, subject to any relevant limits shown in the Additional Cover section below.</p>	<p>or other structures or of water, land or the atmosphere, unless 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.</p> <p>For the purposes of this exclusion all pollution or contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place.</p> <p>(5) any liability arising from advice, design, specification or treatment provided by or through you or your directors, partners or <b>Employees</b>.</p> <p>(6) Contract Works meaning</p> <p>(a) work executed or in the course of execution including material and plant in connection with contracts undertaken by you</p> <p>(b) property which you are required to insure under clause 21.2.1 of the JCT Standard Form of Building Contract (2011 Edition) or any clause of similar intent in an equivalent contract</p> <p>(7) (a) fines or penalties, including HSE Fees for Intervention.</p> <p>(b) any compensation awarded by a court of criminal jurisdiction.</p> <p>(c) any damages awarded against you that would not have normally been payable but for your conduct in bringing a claim or progressing a claim, or any damages awarded for causing injury to a party having been subjected to further humiliation or stress that are not likely to have occurred but for your behaviour.</p> <p>(8) any claims which arise from an action brought in a court of law in the United States of America or Canada or in a country which operates under the laws of the United States or Canada or</p>

## SECTION 3 – Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
	<p>from any proceedings to enforce a judgement in such an action.</p> <p>(9) any liability arising directly or indirectly from mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of <b>Asbestos</b>.</p> <p>However this shall not apply where removing, handling or disposing of <b>Asbestos</b> does not form part of your usual <b>Business Activity</b> or any contract work undertaken and</p> <ul style="list-style-type: none"> <li>(a) you have complied with any legal obligations to manage <b>Asbestos</b> and</li> <li>(b) any discovery of <b>Asbestos</b> by you is unintentional and accidental and</li> <li>(c) whereupon discovery of <b>Asbestos</b> all work immediately stops and</li> <li>(d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides section limits no less than those provided by your policies and which do not exclude the work to be carried out.</li> </ul> <p>(10) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of <b>Asbestos</b>.</p> <p>(11) any contract or agreement you have made unless you would have been liable even without the agreement.</p>

## SECTION 3 – Additional Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p><b>(1) Defence costs for the Health &amp; Safety at Work etc. Act 1974</b></p> <p>We will pay costs and expenses incurred with our consent by you or your directors, partners or <b>Employees</b> in defending legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice brought for a breach of the Health &amp; Safety at Work etc. Act 1974 or any subsequent amendments or additions to this legislation, alleged to have been committed during the period of insurance in connection with the <b>Business Activity</b>.</p>	<p>No cover is provided</p> <ul style="list-style-type: none"> <li>(a) where the proceedings relate to an <b>Employee</b>.</li> <li>(b) if any other insurance is in place or to the extent that payment, other than by insurance, may be obtained from elsewhere.</li> <li>(c) in respect of fines or penalties of any kind, including HSE Fees for Intervention.</li> <li>(d) if payment has already been provided or will be provided under the Corporate Manslaughter Defence Costs section of this Policy.</li> <li>(e) where the proceedings have resulted from any deliberate act or omission by <ul style="list-style-type: none"> <li>(i) you or any director trustee or partner of yours</li> <li>(ii) any <b>Employee</b> of yours who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation.</li> </ul> </li> </ul> <p>The total amount we will pay in respect of any one <b>Event</b> shall not exceed £500,000.</p>
<p><b>(2) Defective Premises Act 1972</b></p> <p>We will pay any costs you become legally liable to pay for your legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of <b>Bodily Injury</b> or <b>Damage</b> which occurs within a period of seven years from the expiry or cancellation of this policy.</p>	<p>No cover is provided</p> <ul style="list-style-type: none"> <li>(a) in respect of the cost of remedying any defect or alleged defect in the premises disposed of.</li> <li>(b) if any other insurance is in place.</li> </ul> <p>The total amount we will pay in respect of damages for any one <b>Event</b> shall not exceed the Section Limit shown in the Schedule.</p>

## SECTION 3 – Additional Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p><b>(3) Corporate manslaughter defence costs</b></p> <p>We will pay legal costs and expenses incurred with our prior consent in connection with the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the <b>Business Activity</b>.</p> <p>Provided that</p> <ul style="list-style-type: none"> <li>(a) our liability under this extension shall not exceed £1,000,000 for any <b>Event</b> occurring in any one period of insurance. This limit will form part of and not be in addition to the Section Limit stated in the Schedule</li> <li>(b) if you have any other Legal Expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal Expenses section</li> <li>(c) where we have already agreed to pay legal costs incurred in the defence of any criminal proceedings arising out of the same <b>Event</b> which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by us will be taken into account in calculating our liability under this extension</li> <li>(d) we must consent to the appointment of any solicitor or counsel who is to act for you and on your behalf</li> <li>(e) any appeal can only commence if Queens Counsel has advised that it is more likely for an appeal to be successful than not. A different Queens Counsel must be used for this purpose to any that may have been involved prior to the conviction.</li> </ul>	<p>No cover is provided</p> <ul style="list-style-type: none"> <li>(a) where the proceedings relate to an <b>Employee</b>.</li> <li>(b) where payment of defence costs is available from any other source or is provided by any other insurance or where, but for the existence of this extension, payment would have been provided by such other source or insurance.</li> <li>(c) in respect of any proceedings which result from your deliberate act or omission or the deliberate act or omission of any trustees, managerial <b>Employees</b>, partners or directors of yours while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.</li> <li>(d) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.</li> </ul>



### SECTION 3 – Additional Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p><b>(4) Personal representatives</b></p> <p>Unless we specifically state otherwise in the event of your death the cover under this section will extend to include your personal representatives in respect of any legal liability for which you would have been entitled to reimbursement had the claim been made against you.</p>	
<p><b>(5) Payment to principal</b></p> <p>Unless we specifically state otherwise, if the following people have a claim made against them for which you would be insured by this Section if the claim were made against you, at your request we will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> <li>(a) any <b>Principal</b></li> <li>(b) any trustee, partner or <b>Employee</b> of yours</li> <li>(c) any officer or member of your canteen social, sports and welfare facilities and fire, first aid, ambulance and security services (but excluding medical or dental practitioners) in their individual capacities as such</li> <li>(d) any trustee, partner or <b>Employee</b> of yours in respect of private work carried out with your prior consent by an <b>Employee</b> for such trustee, partner or <b>Employee</b></li> </ul> <p>provided that such people shall keep to the terms, conditions and limitations of this Policy.</p>	

### SECTION 3 – Additional Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p><b>(6) Cross liabilities</b></p> <p>If <b>you</b> consist of more than one party (and in the case of partnerships this shall mean each individual partner) <b>we</b> will deal with each party in the terms of this Policy against liability incurred to the other in the same manner and to the same extent as if a separate Policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one <b>Event</b> not exceeding the Section Limit shown on the Schedule.</p>	
<p><b>(7) Compensation for court attendance</b></p> <p>If <b>we</b> request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy <b>we</b> will provide <b>you</b> with the following rates of compensation for each day on which attendance is required.</p> <p>Any of <b>your</b> directors trustees or partners £500</p> <p>Any <b>Employee</b> £250</p>	

### SECTION 3 – Claims Settlement Provisions

We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

We may free ourselves from any further liability by paying to you or on your behalf the maximum sum payable under the Property Owners Liability section or should any payment have been made the balance of such maximum sum.

We shall also pay legal costs incurred prior to the date of such payment.

If the sum payable for any claim or claims made against you is greater than the maximum sum payable you will be responsible for any extra amount. You shall also pay such proportion of the legal costs as the extra amount bears to the total sum payable for such claim or claims.

## SECTION 4 - Employers Liability

### SECTION 4 - Definitions

Words with special meanings in this section are highlighted in **bold** (or in capital letters in the Schedule) and are either defined below or defined in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Business Activity:** means the activity stated in the schedule and which is conducted solely from premises in the **Geographical Limits** including

- (i) the ownership, occupation, repair, maintenance and decoration of your property
- (ii) the provision of catering social sports educational and welfare facilities and first aid medical and ambulance services for the benefit of **Employees**
- (iii) the provision of fire and security services maintained only for the protection of premises owned by you
- (iv) private work undertaken by an **Employee** with your prior consent for a director trustee partner or **Employee** of yours.

**Offshore:** means from the time when the **Employee** embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform until such time as the **Employee** disembarks from a conveyance onto land upon the **Employee's** final return from the offshore rig or offshore platform.

### SECTION 4 - Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p>We will pay all sums which you become legally liable to pay as damages including claimants' costs and expenses arising out of <b>Bodily Injury</b> to an <b>Employee</b> caused during the period of insurance in connection with the <b>Business Activity</b></p> <p>(a) within the <b>Geographical Limits</b></p> <p>or</p> <p>(b) elsewhere in the world where an <b>Employee</b> is temporarily employed for not more than 60 days provided the <b>Employee</b> is domiciled and was engaged by you within the <b>Geographical Limits</b>.</p>	<p>The total amount we will pay in respect of</p> <p>(a) any one <b>Event</b> which is directly or indirectly caused by results from or is in connection with <b>Terrorism</b> shall not exceed £5,000,000.</p> <p>If we allege the <b>Bodily Injury</b> has resulted from <b>Terrorism</b> the burden of proving the contrary shall be upon you.</p> <p>(b) any other <b>Event</b> shall not exceed the Section Limit shown in the Schedule.</p> <p>This insurance complies with the provisions of any law enacted in the <b>Geographical Limits</b> relating to the compulsory insurance of liability to <b>Employees</b>.</p> <p>We will not pay for any claim which arises from</p> <p>(a) <b>Bodily Injury</b> to any <b>Employee</b> while working <b>Offshore</b></p> <p>(b) an event in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.</p>

## Section 4 - Additional Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p><b>(1) Defence costs under the Health &amp; Safety at Work etc. Act 1974</b></p> <p>We will pay costs and expenses incurred with our consent by you or your directors, partners or <b>Employees</b> in defending legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice brought for a breach of the Health &amp; Safety at Work etc. Act 1974 or any subsequent amendments or additions to this legislation, alleged to have been committed during the period of insurance in connection with the <b>Business Activity</b>.</p>	<p>No cover is provided</p> <ul style="list-style-type: none"> <li>(a) for anyone other than an <b>Employee</b>.</li> <li>(b) if any other insurance is in place or to the extent that payment, other than by insurance, may be obtained from elsewhere.</li> <li>(c) in respect of fines or penalties of any kind, including HSE Fees for Intervention.</li> <li>(d) if payment has already been provided or will be provided under the Corporate Manslaughter Defence Costs section of this Policy.</li> <li>(e) where the proceedings have resulted from any deliberate act or omission by: <ul style="list-style-type: none"> <li>(i) you or any director, trustee or partner of yours;</li> <li>(ii) any <b>Employee</b> of yours who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation.</li> </ul> </li> </ul> <p>The total amount we will pay in respect of any one <b>Event</b> shall not exceed £500,000.</p>
<p><b>(2) Corporate manslaughter defence costs</b></p> <p>We will pay legal costs and expenses incurred with our prior consent in connection with the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the <b>Business Activity</b>.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>(a) our liability under this extension shall not exceed £1,000,000 for any <b>Event</b> occurring in any one period of insurance. This limit will form part of and not be in addition to the Section Limit shown in the Schedule.</li> <li>(b) if you have any other Legal Expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal Expenses section.</li> </ul>	<p>No cover is provided</p> <ul style="list-style-type: none"> <li>(a) for anyone other than an <b>Employee</b>.</li> <li>(b) where payment of defence costs is available from any other source or is provided by any other insurance or where, but for the existence of this extension, payment would have been provided by such other source or insurance.</li> <li>(c) in respect of any proceedings which result from your deliberate act or omission or the deliberate act or omission of any trustees, managerial <b>Employees</b>, partners or directors of yours while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.</li> <li>(d) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.</li> </ul>

## Section 4 - Additional Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p>(c) where we have already agreed to pay legal costs incurred in the defence of any criminal proceedings arising out of the same <b>Event</b> which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide, any amount already paid by us will be taken into account in calculating our liability under this extension.</p> <p>(d) we must consent to the appointment of any solicitor or counsel who is to act for you and on your behalf.</p> <p>(e) any appeal can only commence if Queens Counsel has advised that it is more likely for an appeal to be successful than not. A different Queens Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p>	
<p><b>(3) Personal representatives</b></p> <p>Unless we specifically state otherwise in the event of your death the cover under this section will extend to include your personal representatives in respect of any legal liability for which you would have been entitled to payment had the claim been made against you.</p>	
<p><b>(4) Payment to principal</b></p> <p>Unless we specifically state otherwise, if the following people have a claim made against them for which you would be insured by this section if the claim were made against you, at your request we will pay for any amounts for which they are legally liable:</p> <p>(a) any <b>Principal</b>;</p> <p>(b) any trustee, partner or <b>Employee</b> of yours;</p> <p>(c) any officer or member of your canteen, social, sports and welfare facilities and fire, first aid, ambulance and security services (but excluding medical or dental practitioners) in their individual capacities as such;</p> <p>(d) any trustee, partner or <b>Employee</b> of yours in respect of private work carried out with your prior consent by an <b>Employee</b> for such trustee, partner or <b>Employee</b>.</p> <p>Provided that such people shall keep to the terms, conditions and limitations of this Policy.</p>	

#### Section 4 - Additional Cover and Exclusions or Limits

Cover and Limits	Exclusions or Limits
<p><b>(5) Compensation for court attendance</b></p> <p>If we request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy we will provide you with the following rates of compensation for each day on which attendance is required:</p> <p>Any of your directors, trustees or partners £500</p> <p>Any <b>Employee</b> £250</p>	
<p><b>(6) Cross liabilities</b></p> <p>If you consist of more than one party (and in the case of partnerships this shall mean each individual partner) we will deal with each party in the terms of this Policy against liability incurred to the other in the same manner and to the same extent as if a separate Policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one <b>Event</b> not exceeding the Section Limit shown on the Schedule</p>	

#### Section 4 - Claims Settlement Provisions

We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

We may free ourselves from any further liability by paying to you or on your behalf the maximum sum payable under the Employers Liability section or should any payment have been made the balance of such maximum sum.

We shall also pay legal costs incurred prior to the date of such payment.

If the sum payable for any claim or claims made against you is greater than the maximum sum payable you will be responsible for any the extra amount. You shall also pay such proportion of the legal costs as the extra amount bears to the total sum payable for such claim or claims.

## SECTION 5 - Legal Expenses

This Section is administered by ARAG plc under a coverholder agreement with the **Insurer** ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc are authorised and regulated by the Financial Conduct Authority (registration number 452369) while ARAG Allgemeine Versicherungs-AG Branch UK is authorised by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) better known by its abbreviation BaFin, who is the regulatory authority in Germany. The UK Branch is also regulated by the Prudential Regulation Authority and the Financial Conduct Authority. ARAG has its registered office at 9 Whiteladies Road Clifton Bristol BS8 1NN.

## SECTION 5 - Definitions

In addition to the general definitions on page 7-8 of this policy, each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Section, the Schedule or in any endorsements that apply to this Section.

**Appointed Advisor** means the

- (a) solicitor, accountant or other advisor (who is not a mediator) appointed by **Us** to act on behalf of the **Insured**.
- (b) mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

**Business** means the occupation, trade profession or enterprise carried out by the entity shown in the Schedule.

**Collective Conditional Fee Agreement** means a legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either

- a) 100% “no-win no-fee” or
- b) where discounted, that a discounted fee is payable.

**Conditional Fee Agreement** means a legally enforceable agreement between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either

- a) 100% “no-win no-fee” or
- b) where discounted, that a discounted fee is payable.

**Employee** means a worker who has or alleges they have entered into a contract of service with **You**

**Geographical Limits** means

- (a) Part A – the United Kingdom.
- (b) Part B – Insured event Part B, E. Legal Defence the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. For other Insured events under Part B, the United Kingdom, Channel Islands and the Isle of Man.

**Insured** means

- (a) **You, Your** directors, partners, managers, officers and **Employees** of **Your Business**
- (b) a person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your Employees** and who performs work under **Your** supervision.

**Insurer** means ARAG Allgemeine Versicherungs -AG Branch UK.

**Insured Property** means

- (a) **Your** business premises; and/or
- (b) property owned by **You** which is let or which **You** intend to let to tenants for business purposes; and which is located in England, Scotland, Wales or Northern Ireland and is listed on **Your** Schedule.



## SECTION 5 - Definitions

**Legal Costs & Expenses** means

- (a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.2
- (b) in civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement
- (c) reasonable accountancy fees reasonably incurred under Part B, Insured event D. Tax Disputes by the **Appointed Advisor** and agreed by **Us** in advance
- (d) Health and Safety Executive Fees for Intervention
- (e) **Your Employee’s** basic wages or salary under Part B, Insured event H. Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal
- (f) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Part B, Insured Event J (c) where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service
- (g) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **You** under Part B, Insured event K. Crisis Communication.

**Reasonable Prospects of Success:** means

- (a) Other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. If Contract & Debt Recovery is insured, there must be a greater than 50% chance of successfully defending the claim in its entirety
- (b) in criminal prosecution claims where the **Insured**
  - (i) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - (ii) pleads not guilty, a greater than 50% chance of that plea being accepted by the court
- (c) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

**Tenancy agreement**

An agreement to let **Your Property**:

- (a) under an assured shorthold tenancy; or
- (b) under an assured tenancy; as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010; or
- (c) under a Scottish private residential tenancy as defined by the Private Housing (Tenancies) (Scotland) Act 2016; or
- (d) under a short-assured tenancy or assured tenancy as defined by the Housing (Scotland) Act; or
- (e) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
- (f) to a limited company or business partnership for residential purposes by its employees.

**We/Us/Our:** means ARAG plc who is authorised under a coverholder agreement on behalf of the **Insurer** ARAG Allgemeine Versicherungs-AG Branch UK.

**You/Your:** means the business or person named in the **Schedule**, including any subsidiary and/or associated companies declared to **Us** and/or any person or business appointed as an agent of the named business or person to manage the letting of **Insured Property** to the extent that any such agent has acted on **Your** behalf.

## SECTION 5 - Cover and Exclusions or Limits

This Section has two parts:

- (a) Part A covers **You** for legal disputes that arise from owning or letting out **Your Insured Property**,
- (b) Part B relates to other legal matters arising from **Your Business**.

If **You** are not trading as a business only Part A of this Section of the policy applies.

### Cover - Part A

What is insured - Part A	What is not insured - Part A
<p><b>(A) Property Damage, Nuisance &amp; Trespass</b></p> <p>(a) An event which causes visible damage to <b>Your Insured Property</b> and/or anything owned by <b>You</b> at <b>Your Insured Property</b>.</p> <p>(b) A public or private nuisance or a trespass relating to <b>Your Insured Property</b>.</p>	<p>1) The first £250 of any claim in respect of Insured event 1 b) except where <b>You</b> bring a claim against a person who is living at <b>Your Insured Property</b> without <b>Your</b> permission (i.e. squatters). <b>You</b> will have to pay this as soon as <b>We</b> accept <b>Your</b> claim.</p> <p>2) Any claim arising from or relating to:</p> <p>a) damage or loss arising from a contract between <b>You</b> and a third party who is not:</p> <ul style="list-style-type: none"> <li>i) <b>Your</b> tenant or ex-tenant; or</li> <li>ii) a guest or guests staying at <b>Your Insured Property</b> that <b>You</b> have let out as holiday accommodation</li> </ul> <p>b) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on land or property by any government, local or public authority</p> <p>c) a dispute with any party other than the party who caused the damage, nuisance or trespass</p> <p>d) any nuisance or trespass claim in respect of Insured event A (b) that arises from a contract, lease, licence or tenancy agreement between <b>You</b> and the third party (including trespass by <b>Your</b> ex-tenant).</p>
<p><b>(B) Repossession of Residential Property</b></p> <p>Pursuit of <b>Your</b> legal rights to repossess <b>Your Insured Property</b> that has been let under a <b>Tenancy Agreement</b> provided <b>You</b>:</p> <p>(a) have demanded rent in writing from <b>Your</b> tenant as soon as it is overdue and can provide evidence of this</p>	<p>Any claim in England, Wales and Scotland where <b>You</b> are seeking a right of possession where the court MAY find that the named ground of possession applies.</p>

## SECTION 5 - Cover and Exclusions or Limits

What is insured - Part A (continued)	What is not insured - Part A (continued)
<p>b) have given the tenant the correct notices for the repossession of <b>Your Insured Property</b></p> <p>c) are seeking a right of possession in England, Wales or Scotland where the court MUST find that the named ground of possession applies or have a legal right to repossess <b>Insured Property</b> that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.</p>	
<p><b>(C) Commercial Lease Disputes</b></p> <p>Pursuit or defence of <b>Your</b> legal rights arising from a dispute with <b>Your</b> business tenant under the terms of a written lease agreement in relation to <b>Your Insured Property</b> which is</p> <p>(a) granted under the Landlord &amp; Tenant Act 1954 provided that where the dispute arises from or relates to renewal of <b>Your</b> lease agreement or the granting of a new business tenancy;</p> <p>(i) <b>You</b> will be opposing <b>Your</b> tenant's right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act 1954; and</p> <p>(ii) <b>You</b> can evidence that <b>You</b> have served the correct legal notice to terminate on the tenant in the prescribed form before <b>Your</b> tenant has served <b>You</b> with a request for a new tenancy, or</p> <p>(b) contracted out of the Landlord &amp; Tenant Act 1954 provided that;</p> <p>(i) <b>You</b> have correctly served the necessary legal notice on <b>Your</b> tenant and</p> <p>(ii) the lease is noted accordingly.</p>	<p>Any dispute that arises from a disagreement with <b>Your</b> tenant over payment or non-payment of rent and/or service charges; or recovery of rent arrears that is otherwise covered by Insured event (D).</p>
<p><b>(D) Recovery of Rent Arrears</b></p> <p>Pursuit of <b>Your</b> legal right to recover rent owed to <b>You</b> by <b>Your</b> residential or business tenant or ex-tenant of the <b>Insured Property</b>.</p>	.
<p><b>(E) Contract Disputes</b></p> <p>A dispute that arises from a written agreement which <b>You</b> have entered into to buy or hire goods or services for the benefit of the <b>Insured Property</b>.</p>	<ol style="list-style-type: none"> <li>1) Goods or services which exceed £5,000 (including VAT) in value.</li> <li>2) Loans and mortgages.</li> <li>3) An employment contract.</li> <li>4) A settlement due under an insurance policy.</li> </ol>

## SECTION 5 - Cover and Exclusions or Limits

### Cover – Part B

What is insured - Part B	What is not insured - Part B
<p><b>(A) Employment</b></p> <p>A dispute between <b>You</b> and <b>Your Employee</b>, ex-<b>Employee</b>, or a prospective <b>Employee</b>, arising from a breach or an alleged breach of their</p> <p>(a) contract of service with <b>You</b> and/or</p> <p>(b) related legal rights.</p> <p><b>You</b> can claim under this Section as soon as all internal procedures as set out in the</p> <p>(i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or</p> <p>(ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland</p> <p>have been or ought to have been concluded.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> <li>1) the pursuit of an action by <b>You</b> other than an appeal against the decision of a court or tribunal</li> <li>2) actual or alleged redundancy that is notified to <b>Employees</b> within 180 days of the start of this Section of the Policy, except where <b>You</b> have had equivalent cover in force up until the start of this Policy</li> <li>3) costs <b>You</b> incur to prepare for an internal disciplinary hearing, grievance or appeal</li> <li>4) a pension scheme where actions are brought by 10 or more <b>Employees</b> or ex-<b>Employees</b>.</li> </ol>
<p><b>(B) Employment Compensation Awards</b></p> <p>Following a claim <b>We</b> have accepted under Insured event A. Employment, the <b>Insurer</b> will pay any</p> <p>(a) basic and compensatory award</p> <p>(b) an amount agreed by <b>Us</b> in settlement of a dispute.</p> <p>Provided that compensation is:</p> <p>(i) agreed through mediation or conciliation or under a settlement approved by <b>Us</b> in advance</p> <p>or</p> <p>(ii) awarded by a tribunal judgment after full argument unless given by default.</p>	<ol style="list-style-type: none"> <li>1) money due to an <b>Employee</b> under a contract or a statutory provision relating thereto</li> <li>2) compensation awards or settlement relating to <ol style="list-style-type: none"> <li>(i) trade union membership, industrial or labour arbitration or collective bargaining agreements</li> <li>(ii) civil claims or statutory rights relating to trustees of occupational pension schemes.</li> </ol> </li> </ol>
<p><b>(C) Employment Restrictive Covenants</b></p> <p>(a) A dispute with <b>Your Employee</b> or ex-<b>Employee</b> which arises from their breach of a restrictive covenant where <b>You</b> are seeking financial remedy or damages.</p> <p>Provided that the restrictive covenant</p> <p>(i) is designed to protect <b>Your</b> legitimate business interests for a period not exceeding 12 months, and</p>	

## SECTION 5 - Cover and Exclusions or Limits

What is insured - Part B (continued)	What is not insured - Part B (continued)
<p>(ii) is evidenced in writing and signed by <b>Your Employee</b> or ex-<b>Employee</b>.</p> <p>(iii) extends no further than is reasonably necessary to protect the <b>Business</b> interests.</p> <p>(b) A dispute with another party who alleges that <b>You</b> have breached their legal rights protected by a restrictive covenant.</p>	
<p><b>(D) Tax Disputes</b></p> <p>(a) A formally notified enquiry into <b>Your Business</b> tax</p> <p>(b) A dispute about <b>Your</b> compliance with HMRC regulations relating to <b>Your Employees</b>, workers or payments to contractors</p> <p>(c) A dispute with HMRC about Value Added Tax</p> <p>Provided that</p> <p>(i) <b>You</b> keep proper records in accordance with statutory requirements; and</p> <p>(ii) in respect of any appealable matter <b>You</b> have requested an Internal Review from HMRC where available.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> <li>1) tax returns which are submitted late or for some other reason, result in HMRC imposing a penalty or which contain careless or deliberate misstatements</li> <li>2) an investigation by the Fraud Investigation Service of HMRC</li> <li>3) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to <b>Your</b> financial arrangements</li> <li>4) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland</li> <li>5) <b>Your</b> failure to register for VAT.</li> </ol>
<p><b>(E) Legal Defence</b></p> <p>a) A criminal investigation and/or enquiry by</p> <ol style="list-style-type: none"> <li>(i) the police</li> <li>(ii) other body with the power to prosecute (including the Health &amp; Safety Executive)</li> </ol> <p>where it is suspected that an offence may have been committed that could lead to the <b>Insured</b> being prosecuted.</p> <p>(b) The charge for an offence or alleged offence which leads to the <b>Insured</b> being prosecuted in a court of criminal jurisdiction.</p>	<p>Any claim relating to a parking offence.</p>

## SECTION 5 - Cover and Exclusions or Limits

What is insured - Part B (continued)	What is not insured - Part B (continued)
<p><b>(F) Compliance &amp; Regulation</b></p> <p>(a) Receipt of a Statutory Notice that imposes terms against which <b>You</b> wish to appeal.</p> <p>(b) Notice of a formal investigation or disciplinary hearing by any regulatory body.</p> <p>(c) A civil action alleging wrongful arrest arising from an allegation of theft.</p> <p>(d) A claim against <b>You</b> for compensation under the Data Protection Act 2018 provided that</p> <ul style="list-style-type: none"> <li>(i) <b>You</b> are registered with the Information Commissioner.</li> <li>(ii) <b>You</b> are able to evidence that <b>You</b> have in place a process to <ul style="list-style-type: none"> <li>- investigate complaints from data subjects regarding a breach of their privacy rights</li> <li>- offer suitable redress where a breach has occurred and that <b>Your</b> complaints process has been fully engaged</li> </ul> </li> </ul> <p>(e) A civil action alleging that an <b>Insured</b> has:</p> <ul style="list-style-type: none"> <li>(i) committed an act of unlawful discrimination; or</li> <li>(ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of <b>Your Employees</b>.</li> </ul>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> <li>1) the pursuit of an action by <b>You</b> other than an appeal</li> <li>2) a routine inspection by a regulatory authority</li> <li>3) an enquiry, investigation or enforcement action by HMRC</li> <li>4) a claim brought against <b>Your Business</b> where unlawful discrimination has been alleged.</li> </ol>
<p><b>(G) Statutory Licence Appeals</b></p> <p>An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run <b>Your Business</b>.</p>	<p>Any claim relating to a licence or registration scheme affecting <b>Your Insured Property</b>.</p>
<p><b>(H) Loss of Earnings</b></p> <p>The <b>Insured's</b> absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the <b>Appointed Advisor</b> or whilst on jury service which results in loss of earnings.</p>	<p>Any sum which can be recovered from the court.</p>
<p><b>(I) Personal Injury</b></p> <p>An event that causes bodily injury to, or the death of, an <b>Insured</b>.</p>	<p>Any claim arising from or relating to a condition, illness or disease which develops gradually.</p>

## SECTION 5 - Cover and Exclusions or Limits

What is insured - Part B (continued)	What is not insured - Part B (continued)
<p><b>(J) Executive Suite</b></p> <p>This Insured event applies only to the principal, executive officers, directors and partners of <b>Your Business</b>.</p> <ul style="list-style-type: none"> <li>(a) An HMRC enquiry into the executive's personal tax affairs.</li> <li>(b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from <b>Your Business</b>.</li> <li>(c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline.</li> <li>(d) A dispute that arises from the terms of <b>Your Business</b> partnership agreement that is to be referred to mediation.</li> <li>(e) Crisis communication as described in Insured event K below shall be available to the principal, executive officers, directors and partners of the <b>Business</b> for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.</li> </ul>	<ul style="list-style-type: none"> <li>1) Any claim arising from or relating to: <ul style="list-style-type: none"> <li>a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions</li> <li>b) an investigation by the Fraud Investigation Service of HMRC</li> <li>c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements</li> <li>d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom</li> <li>e) a parking offence</li> <li>f) costs incurred in excess of £25,000 for a claim under J (d) and J (e).</li> </ul> </li> <li>2) Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.</li> </ul>
<p><b>(K) Crisis Communication</b></p> <p>Following an event which causes <b>Your Business</b> significant adverse publicity or reputational damage which is likely to have a widespread financial impact on <b>Your Business</b>, <b>We</b> will</p> <ul style="list-style-type: none"> <li>(a) liaise with <b>You</b> and <b>Your</b> solicitor (whether the solicitor is an <b>Appointed Advisor</b> under this policy, or acts on <b>Your</b> behalf under any other policy), to draft a media statement or press release, and/or</li> <li>(b) prepare communication for <b>Your</b> customers/staff and/or a telephone or website script and/or or social media messaging</li> <li>(c) arrange, support and represent an <b>Insured</b> at an event which media will be reporting</li> <li>(d) support the <b>Insured</b> by taking phone calls/ email messages and managing interaction with media outlets</li> <li>(e) support and prepare the <b>Insured</b> for media interviews</li> </ul> <p>provided that <b>You</b> have sought and followed advice from <b>Our</b> Crisis communication helpline.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>1) matters that should be dealt with through <b>Your</b> normal complaints procedures</li> <li>2) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast</li> <li>3) costs incurred in excess of £25,000.</li> </ul>



## SECTION 5 - Claims Settlement Provisions

For claims covered by **What is Insured** the **Insurer** will pay **Legal Costs & Expenses** including the cost of appeals (and compensation awards under Part B, Insured event B. Employment Compensation Awards) up to the policy limits stated below for all claims related by time or originating cause subject to all of the following requirements being met.

1. The **Insured** keeps to the terms of this policy and cooperates fully with **Us**.
2. The Insured event in Part B arises in connection with the business shown in the **Schedule** and occurs within the **Geographical Limit**.
3. The claim
  - (a) always has **Reasonable Prospects of Success**
  - (b) is reported to **Us**
    - (i) during the Period of Insurance
    - (ii) as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
4. Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim
  - (a) to be heard by the Employment Tribunal and/or
  - (b) before proceedings have been or need to be issued.
5. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Geographical Limits**.

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

## SECTION 5 - Policy Limits

The most the **Insurer** will pay for all claims related by time or originating cause including the cost of appeals shall be limited to £100,000 for all Insured events (except Part B Insured events J (d) J (e) and K which shall be limited to £25,000).

In addition Part B Insured event B Employment compensation awards is subject to an annual aggregate limit of £1,000,000 for claims made during the same Period of Insurance.

## SECTION 5 - Conditions

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions, the **Insurer** can cancel this Section of the policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Legal Costs & Expenses** from the **Insured** if this happens.

### (1) The Insured's Responsibilities

An **Insured** must:

- (a) tell **Us** immediately of anything that may make it more costly or difficult for the

## SECTION 5 - Conditions

**Appointed Advisor** to resolve the claim in the **Insured's** favour

- (b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with the progress of the claim and not hinder them
- (c) take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
- (d) allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

### (2) Freedom to choose an Appointed Advisor

- (a) In certain circumstances as set out in 2. (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- (b) If:
  - (i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
  - (ii) there is a conflict of interestthe **Insured** may choose a qualified **Appointed Advisor** except, where the **Insured's** claim is to be dealt with by the Employment Tribunal, **We** shall always choose the **Appointed Advisor**.
- (c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.
- (d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.).
- (e) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, the **Insurer's** liability in respect of that claim will end immediately.
- (f) In respect of pursuing a claim relating to Part A Insured event E. Contract disputes, the **Insured** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

### (3) Consent:

- (a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- (b) An **Insured** must have **Your** agreement to claim under this policy.

### (4) Settlement

- (a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.

## SECTION 5 - Conditions

- (b) The **Insured** must not negotiate or settle the claim without **Our** written agreement.
- (c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further costs.

### (5) Barrister's Opinion:

**We** may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Condition 6. below.

### (6) Arbitration:

If any dispute between the **Insured** and **Us** arises from this policy, the **Insured** can make a complaint to **Us** as described in the complaints section of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **Insured** can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **We** and the **Insured** fail to agree on a suitable person to arbitrate the matter **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

### (7) Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction:

All legal instruments and rules referred to within this Section of the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement.

## SECTION 5 - Exclusions

### Applicable to Part A

- (1) Any disagreement with a tenant of an **Insured Property** during the first 90 days of the first Period of Insurance where the tenancy agreement started before the start of this cover unless **You** have had equivalent cover in force up until the start of this cover.
- (2) Registering, assessing or reviewing rent, rent control, land tribunals or matters that fall under the jurisdiction of the Property Chamber of the First-tier Tribunal.
- (3) Any claim arising from or relating to an **Insured Property** which has been or which should have been registered as a House of Multiple Occupation.

## SECTION 5 - Exclusions

### Applicable to Parts A and B

The **Insured Person** is not covered for any claim arising from or relating to:

- (1) costs or compensation awards incurred without **Our** consent
- (2) any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which the **Insured** knew or ought reasonably to have known could lead to a claim
- (3) an allegation against the **Insured** involving:
  - (a) assault, violence, malicious falsehood or defamation
  - (b) indecent or obscene materials
  - (c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
  - (d) illegal immigration
  - (e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activitiesexcept in relation to Part B Insured Event K Crisis communication.
- (4) defending a claim in respect of damages for personal injury loss (other than injury to feelings in relation to Part B Insured event A. Employment) or damage to property owned by the **Insured**
- (5) National Minimum Wage and/or National Living Wage Regulations
- (6) patents, copyright, passing-off, trade or service marks, registered designs and confidential information
- (7) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under Part B Insured Event J(d))
- (8)
  - (a) franchise agreement
  - (b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
- (9) a judicial review
- (10) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Condition 6.
- (11) the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under Part B, Insured event B. Employment Compensation Awards) or costs awarded against the **Insured** by a court of criminal jurisdiction.

## SECTION 5 - Making a claim

If you need to make a claim, you must notify us as soon as possible. Where you are claiming under Part A, you must have issued the necessary notices informing your tenant of your intention to repossess the Insured property.

1. Under no circumstances should an Insured instruct their own lawyer as the insurer will not pay costs incurred without our agreement.
2. You can download a claim form by visiting [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or you can request one by telephoning us on 01872 270 159 between 9am and 5pm Monday to Friday (except bank holidays).
3. Your completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. We will send you a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write either:
  - a) confirming cover under the terms of your policy and advising you of the next steps to progress your claim; or
  - b) if the claim is not covered, explaining in full the reason why and advising whether we can assist in another way.
5. Where mediation is not suitable the lawyer will try to resolve your dispute without delay. Matters cannot always be resolved quickly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## SECTION 6 - Business Emergency (only operative if shown in the Schedule)

### SECTION 6 - Cover

#### Your policy cover

Following an Insured event or more than one Insured event that originates from the same cause which results in an **Emergency** the **Insurer** will pay **Your Emergency Costs** provided that

- (1) **You** have paid the insurance premium.
- (2) The claim is reported to **Us**
  - (a) during the **Period of Insurance**
  - (b) as soon as **You** first become aware of the **Emergency**.
- (3) **You** always agree to use the **Contractor** chosen by **Us**.

### SECTION 6 - Definitions

Certain words and terms contained in this section have been defined as they have the same meaning wherever they appear.

**Central heating boiler** means a boiler located in **Your Premises**.

**Contractor** means the contractor or tradesperson chosen by us to respond to **your** emergency.

**Emergency** means sudden unexpected event which clearly requires immediate action in order to:

- (a) prevent damage or avoid further damage to **Your Premises**, and/or
- (b) render **Your Premises** safe or secure, and/or
- (c) restore the main services to **Your Premises**, and/or
- (d) alleviate any health risk to anyone using **Your** premises.

**Emergency costs** means **Contractor's** reasonable and properly charged labour costs, parts and materials. The maximum payable by the **Insurer** is £500 for all claims related by time or original cause.

**Insurer** means ARAG Allgemeine Versicherungs-AG Branch UK.

**Period of insurance** means the period as shown in **Your** business insurance policy to which this policy attaches.

**Premises** means **Your** premises which are used at least in part for **Your** business activities also including any part of the premises which is used for residential purposes; and which are located in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.

**Vermin** means Brown or black rats, house or field mice, and wasps' or hornets' nests.

**We/Us/Our** means ARAG plc. who is authorised under a coverholder agreement on behalf of the insurer ARAG Allgemeine Versicherungs-AG Branch UK.

**You/Your** means the person(s) named in the business insurance Schedule to which this policy attaches.

## SECTION 6 - Insured events covered

(1) **Main heating system**

The total failure or complete breakdown of the main heating system (including a **Central Heating Boiler**) at your premises.

(2) **Plumbing & drainage**

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to **Your Premises** or contents.

(3) **Security**

Damage or the failure of external doors, windows or locks which compromises the security of **Your Premises**.

(4) **Toilet unit**

Breakage or mechanical failure of the toilet bowl or cistern used by **Your** business customers resulting in loss of function.

(5) **Power supply**

The failure of the electricity or gas supply at **Your Premises**.

(6) **Lost keys**

The loss of the only available keys, if you cannot replace them to gain access to **Your Premises**.

(7) **Vermin infestation**

**Vermin** causing damage inside the premises or a health risk to anyone using **Your Premises**.

(8) **Fallen tree**

A fallen tree or large branch that has fallen from a tree on **Your** land that blocks access to the main entrance of **Your Premises**.

(9) **Fly-tipping**

The dumping of waste materials within the grounds of **Your Premises**, which **You** are unable to remove manually.

## SECTION 6 - What is not covered by this section

**You** are not covered for any claim arising from or relating to:

- (1) **Emergency Costs** which have been incurred before **We** accept a claim
- (2) an Insured event which happens within the first 48 hours of cover if **You** take out this policy at a different date from **Your** business insurance cover
- (3) **Emergency Costs** where there is no one at **Your Premises** when the **Contractor** arrives
- (4) any matter which happens before or already exists at the start of the policy, and which **You** believed or ought reasonably to have believed could give rise to a claim under this policy
- (5) any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions
- (6) (a) solar heating systems; or



## SECTION 6 - What is not covered by this section

- (b) boilers with an output over 60Kw/hr
- (7) the cost of making permanent repairs including any redecoration or making good the fabric of **Your Premises**
  - (a) once the emergency situation has been resolved
  - (b) arising from damage caused in the course of the repair or investigation of the cause of the Insured event or in gaining access to **Your Premises**
- (8) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- (9) the failure to maintain any system or equipment or the replacement of parts that are subject to wear and tear over time
- (10) any matter where the **Contractor** suspects the presence of asbestos in the area of **Your Premises** required for access to resolve the **Emergency**. In such circumstances the **Contractor** cannot continue to attend to the emergency until appropriate remedial action has been undertaken or **You** can provide evidence that **You** have completed an asbestos survey that shows that an area is clear for the **Contractor** to gain access
- (11) garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
- (12) fallen trees where impact damage to **Your Premises** has occurred
- (13) **Your Premises** being left unoccupied for more than 30 days consecutively
- (14) goods or materials covered by a manufacturer's, supplier's and/or installer's warranty
- (15) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- (16) a claim covered by another emergency assistance policy, or any claim that would have been covered by any other emergency assistance policy if this policy did not exist
- (17) subsidence, landslip or heave
- (18) a property that is not used or in part used for **Your** business activities
- (19) blockage of supply or waste pipes to **Your Premises** due to freezing weather conditions
- (20) (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - (d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - (e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, burden of proving the contrary shall be upon **You**

## SECTION 6 - Conditions

Failure to keep to any of these conditions may lead the **Insurer** to cancel **Your** policy or refuse to pay a claim. The **Insurer** also reserves the right to recover **Emergency Costs** from **You** if this happens.

### (1) Your responsibilities

**You** must:

- (a) observe and keep to the terms of the policy
- (b) not do anything that hinders **Us** or the **Contractor**
- (c) tell **Us** immediately after first becoming aware of any **Emergency**
- (d) tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
- (e) cooperate fully with the **Contractor** and **Us**
- (f) provide us with everything **We** need to help us handle the claim
- (g) take reasonable steps to recover **Emergency Costs** that the insurer pays and pay to the insurer all costs that are recovered should these be paid to you
- (h) minimise any **Emergency Costs** and try to prevent anything happening that may cause a claim
- (i) allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation.

### (2) Our consent

**We** must give **You** **Our** consent to incur **Emergency Costs**. The **Insurer** does not accept liability for costs incurred without **Our** consent.

### (3) Settlement

**You** must not settle the **Contractor's** invoice or agree to pay **Emergency Costs** that **You** wish to claim for under this policy without **Our** agreement.

Call out and labour costs

When settling **Contractor's** call out charge and labour costs, unless stated otherwise on the **Contractor's** invoice **We** will determine that the call out charge covers the cost of the **Contractor** attending **Your Premises** and disallows any time spent diagnosing the fault which has caused the Insured event. Any inspection time that is required to trace, access or identify the cause of the Insured event will be settled on the basis that the time is charged as labour costs.

### (4) Disputes

If any dispute between **You** and **Us** arises from this policy, **You** can make a complaint to **us** as described on the back page of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

## SECTION 7 - Environmental Damage (only operative if shown in the Schedule)

The schedule will show if this section applies and the cover is in force

Note (not forming part of the policy)

It is important that as soon as you become aware of any **Claim** being made against you or any **Incident** or any circumstances that might reasonably be expected to bring about a **Claim** or **Incident**, you notify us in writing or call the Environmental Damage Claims telephone number highlighted in the Claims Conditions part of this section.

This insurance is provided on a 'Costs Inclusive' basis. This means that legal costs are included within the limit of indemnity specified in the schedule.

If we agree to include additional **Insureds** to the policy, please refer to the revised terms which will apply to this section. We will provide you with these revised terms at the relevant time.

### Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply

1. **Biological contaminants** means mould, mildew, fungi or bacterial matter including any substance produced by, emanating from, or arising out of any such biological contaminants.
2. **Bodily injury** means physical injury, sickness, disease, mental anguish or emotional distress including death resulting therefrom.
3. **Business activity** means the day to day business as described in the schedule and as undertaken throughout the European Economic Area, which shall include, but not be limited to:
  - (a) Your day to day activities on property you own, or lease;
  - (b) Your day to day activities at or on third party premises;
  - (c) transportation by you or on your behalf and associated with your **Business activity**.
4. **Claim(s)** means a written demand from someone who is not an **Insured** (including but not limited to a body designated by a member state as responsible for enforcing obligations provided for in the European Union Directive 2004/35/EC on environmental liability and/or any equivalent local legislation that implements it) seeking a remedy or asserting liability against you for **Loss**.
5. **Clean-up costs** means costs, charges and expenses, including reasonable and necessary legal expense incurred with our written consent (such consent not to be unreasonably withheld or delayed), to investigate, neutralise, remove, remediate, monitor and dispose of **Pollutants** to the extent required by **Environmental laws**, or that have actually been incurred by any governmental entity duly acting under the authority of **Environmental laws**, or that have actually been incurred by third parties where required by **Environmental laws**.

**Clean-up costs** shall also include:

- (a) **restoration costs**; or
- (b) **mitigation expenses**

**Clean-up costs** shall not include **Defence expense** or **Environmental damage expense**.

6. **Deductible** means the amount stated in the schedule as applicable to the Environmental Damage Section of the Policy applied in accordance with the 'Limits and deductibles' part of this section.
7. **Defence expense** means reasonable and necessary legal fees and all other charges costs and expenses that you have to pay resulting from the investigation, adjustment, defence and appeal of a **Claim**. **Defence expense** shall include any settlement or cost order or demand for claimants or government entity costs arising out of any **Claim**. **Defence expense** shall not include your internal expenses or the salaries of your employees.

8. **Emergency situation** means an unplanned and unexpected event following which you have a legal duty to take immediate action to reduce, mitigate, remediate or prevent any further **Incident, Claim** or further **Loss** under this policy.
9. **Environmental damage** means the measurable
  - (a) adverse change to water, land, protected species or natural habitats; or
  - (b) impairment of a natural resource service caused by an emission, event, incident or activity; andfor which you are legally responsible under European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.
10. **Environmental damage expense** means reasonable and necessary costs, charges and expenses to investigate and/or undertake Primary, Compensatory or Complementary Remediation required pursuant to the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

Primary Compensatory or Complementary Remediation are as defined by the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.
11. **Environmental laws** means any applicable European Community directive, regulation or decision, any national statute, statutory instrument, regulation, by-law, rule, regulation, ordinance, circular or guidance provided that they have the force of law, or any permit, consent, licence, notice, order or instruction of any national or local governmental or statutory authority, agency, court or like entity.
12. **Extended reporting period** means the period as stated in the schedule.
13. **Genetically modified product** means a genetically modified item, animal and/or crop (including materials, parts, equipment, containers, labelling and packaging relating to such item, animal and/or crop).
14. **Imminent threat** means a reasonable likelihood that **Environmental damage** or a **Pollution condition** will occur if a fault within a facility, structure or piece of equipment is not repaired or remediated within 72 hours from when the fault is first identified, provided that such a fault has:
  - (a) suddenly arisen; and
  - (b) not been allowed to arise through a failure to maintain property, equipment and all other assets related to your **Business activity** in good repair.
15. **Incident** means
  - (a) any **Pollution condition**;
  - (b) any actual or potential **Environmental damage**; or
  - (c) any identified **Imminent threat** or **Emergency situation**.
16. **Loss** means as applicable
  - (a) **Environmental damage expense**; or
  - (b) **Clean-up costs**; or
  - (c) **Defence expense**; or
  - (d) **Third party damages expense**.
17. **Mitigation expense** means reasonable and necessary costs incurred to mitigate a **Pollution condition** constituting an **Emergency situation** whereby in the absence of such mitigation:
  - (a) **Bodily injury** or **Property damage** to third parties will occur; or
  - (b) **Environmental damage** will occur; or
  - (c) pursuant to **Environmental laws**, **clean-up costs** will be incurred.

**Mitigation expense** does not include costs associated with capital improvements, betterment, or routine maintenance.
18. **Nuisance** includes statutory public or private nuisance arising from a **Pollution condition**.
19. **Policy period** means the period of insurance as stated in the schedule to this policy or any shorter period arising as a result of cancellation.

20. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled reconditioned or reclaimed.
21. **Pollution condition** means the emission, discharge, dispersal, migration, release or escape of **Pollutants** provided such are not naturally occurring. The entirety of any such **Pollution condition** or any series of interrelated, associated, repeated or continuous **Pollution condition** shall be deemed to be one **Pollution condition**.
22. **Property damage** means
- (a) Physical injury to or destruction of tangible property including all resulting loss of use and diminution in value of that property; or
  - (b) Loss of use, but not diminution in value, of tangible property that is not physically injured. For the avoidance of doubt this includes loss of, or interference with, amenity or enjoyment of property.
23. **Responsible insured** means any officer, director, partner, manager or supervisor of the **Insured**.
24. **Restoration costs** means reasonable and necessary costs incurred by the **insured** with our consent, which shall not be unreasonably withheld or delayed, to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **clean-up costs**.
- Restoration Costs** shall also include the reasonable and necessary costs that you incur with our approval, which we will not unreasonably withhold or delay, to restore, repair or replace your buildings or facilities damaged during work performed in the course of incurring **clean-up costs**, to a standard which aims to reduce their impact upon the environment, and the costs of such environmental works shall not to exceed 15% of the total **Restoration Costs** for any one occurrence but in any event costs of such environmental works shall not exceed £1,000,000 in the aggregate, such limit to be within and part of the **Policy Aggregate Limit**. Such environmental works may include but are not limited to:
- (i) using sustainable construction materials;
  - (ii) modifying design and/or materials in order to reduce atmospheric emissions or improve energy efficiency.
- Restoration Costs** shall not include:
- (a) any cost associated with the regular maintenance, betterment, or upgrade or improvement of your own or leased equipment structures or facilities (but excluding any environmental works outlined above);
  - (b) the replacement of any equipment, buildings or facilities that were not damaged by the work performed in the course of incurring **clean-up costs**;
  - (c) restoration, repair or replacement costs exceeding the net present value of your equipment structures or facilities immediately prior to incurring **clean-up costs**;
  - (d) **Defence Expense**.
25. **Retroactive date** means the date set out as such in the schedule.
26. **Section limit** means the applicable limit of liability attaching to this section (Environmental Damage) as stated in the schedule
27. **Third party damages expense** means monetary awards or settlements of compensatory damages arising out of **Bodily injury**, **Property damage** or **Nuisance** to a third party and where allowable by law, aggravated, exemplary or multiple damages for such **Bodily injury**, **Nuisance** and **Property damage**.
28. **Underground storage tank system** means a tank or tanks used to contain petroleum or chemical products which has at least ten (10) percent of its volume beneath the surface of the ground including any connected underground piping underground ancillary equipment and containment system.

## Cover

We will pay on your behalf all **Loss** described below arising from an unexpected and unintended **Claim Incident** or legal obligation to pay **Environmental damage expense** and it is a condition precedent to our liability under this section that any such

- (i) awareness of your legal obligation to pay **Loss** first occurs; or
- (ii) **Claim** is first made against you; or
- (iii) an **Incident** first occurs

during the **Policy period** and is reported to us in accordance with the 'Claims conditions' part of this section.

### A. Defence expense

**Defence expense** in response to **Claims** otherwise covered by this section.

### B. Environmental damage

**Environmental damage expense** that you become legally obligated to pay as a result of **Environmental damage** or an **Imminent threat** associated with **Environmental damage** on or after the **Retroactive date** arising solely as a consequence of your **Business activity**.

### C. Business activity

**Clean-up costs** that you become legally obligated to pay as a result of:

- (a) **Claims** arising from a **Pollution condition**; or
- (b) an **Emergency situation**;

on or after the **Retroactive date** arising solely as a consequence of your **Business activity**.

## Conditions

### 1. Reasonable care

You must take all reasonable care to prevent **Claims** or **Loss** and to maintain property equipment and all other assets related to your **Business activity** in good repair and to comply with all environmental licences and permits statutory obligations and regulations.

### 2. Extended reporting period

If you do not renew this section you have the right to the period of time stated in the schedule following the date of expiration in which to give notice of any covered **Loss**.

### 3. Assignment

You may not assign this section or any rights contained within it without our prior written consent which we will not unreasonably withhold or delay.

### 4. Inspections surveys & audits

We or our appointed representatives have the right but are not obligated to make inspections surveys or audits of your **Business activity** at our expense and at reasonable notice to you but during the **Policy period**. Any inspections, surveys or audits we undertake relate only to the insurability of the risk and the premiums to be charged.

## 5. Dispute resolution

If any dispute arises in relation to this section the parties will initially try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.

If the dispute cannot be resolved by mediation within a period of 3 months from the commencement of mediation the dispute shall be referred to arbitration in London by a tribunal of three arbitrators under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996. Within 28 days of the failure of mediation each party will select a separate arbitrator with the third selected by the two party appointed arbitrators. If the two arbitrators cannot agree then the third arbitrator will be appointed by the President for the time being of the Chartered Institute of Arbitrators.

Each arbitrator will be suitably qualified and be from either the environmental insurance or legal professions.

The decision of this tribunal will be final and binding on all parties. The cost for the tribunal will be shared equally between all parties irrespective of its outcome.

### Claims Conditions

In the event of an **Incident, Loss or Claim**

#### 1. When to notify – Condition precedent

- a. It is a condition precedent to our liability under this section that you shall notify us in writing, or by using the Environmental Damage Claims telephone number highlighted below, as soon as practicable, but in no event later than the end of the **Policy period** in which the **Incident** is identified, the **Claim** is received or the awareness of your legal obligation to pay **Environmental damage expense** occurs, of any **Incident, Claim or Loss**

**Environmental Damage Claims telephone number: 01872 277151**

To the extent possible such notification should include

- i) How when and where the **Incident** took place;
- ii) The names and addresses of any injured persons and witnesses; and
- iii) The nature and location of any injury or damage that has or could arise out of the **Incident**.

Any **Incident** reported to us in accordance with this provision shall be subject to paragraph 2 'Extended Reporting Period' in the 'Conditions' part of this section

Notice of an **Incident** is not notice of a **Claim**

- b. If you or a **Responsible Insured** receive a **Claim** for **Loss** covered by this section you must
  - i) record the specifics of the **Claim** and the date received;
  - ii) ensure that we receive written notice of the **Claim** as soon as practicable, but in no event later than the end of this **Policy period**;
  - iii) send us copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
  - iv) authorise us (such authorisation not to be unreasonably withheld or delayed) to obtain records and other information;
  - v) cooperate with us in the investigation, settlement or defence of the **Claim**; and
  - vi) assist us, upon our request, in the enforcement of any right against any person or organisation which may be liable to the you because of injury or damage to which this insurance may also apply.



## 2. After an incident has been identified

- a. You shall have the duty to, where practicably possible, reduce, mitigate, remediate or prevent any **Incident, Claim** or further **Loss** under this section.
- b. You shall have the duty to clean up **Pollutants**, remediate **Environmental damage** and remediate or prevent an **Imminent threat** to the extent required by **Environmental laws**. We shall have the right but not the duty to review and approve all such actions.

In accordance with the above paragraph you shall retain competent professional(s) or contractor(s) mutually acceptable to us. We shall have the right but not the duty to review and approve all such parties.

You shall notify us of actions and measures taken pursuant to this paragraph as soon as practicable. Where such clean up is undertaken by you on our behalf all rates will be limited to rates we would actually pay to competent professional(s) or contractor(s) that we would retain to undertake such clean up or remediation works. Any such expenses incurred by you or on our behalf shall be subject to the **Deductible** and shall reduce the **Section limit**.

## 3. Voluntary payments

Except for when there is an **Imminent threat** or an **Emergency situation** you will not make any payments, assume any obligation or incur any expense, without our consent (such consent not to be unreasonably withheld or delayed).

## 4. Our rights – Following an incident

We shall have the right but not the duty to clean-up, remediate or mitigate an **Incident** upon receiving notice as directed in item 1 above. Any sums expended by us will be deemed incurred or expended by you, shall be subject to the **Deductible** and shall reduce the **Section limit**.

## 5. Legal defence investigation and settlement

- a. We will have the right and the duty to defend you against any **Claim** seeking those sums to which this insurance applies. We may at our discretion investigate any **Pollution condition** regardless of whether any **Claim** has been made. With respect to any **Claim** we defend, subject to the **Section limit**, we will pay **Defence expense** for the investigation, defence or appeal of the **Claim**. In the event that the **Section limit** has been exhausted, then our right and duty to defend any **Claim** will cease. Any payment of **Defence expense** will be subject to the **Deductible** and shall reduce the **Section limit**.
- b. We shall not settle any **Claim**, without the consent of the **Insured** against whom the **Claim** is made. If however you refuse to consent to any settlement recommended by us and elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, subject to the **Section limit**, our liability for **Loss** shall not exceed the amount for which the **Claim** could have been settled plus **Defence expense** incurred up to the date of such refusal, less the **Deductible** or the outstanding balance of the **Deductible**. Any payment of **Defence expense** will erode the **Section limit**.
- c. If, by mutual agreement or by law, you are entitled to select defence counsel to defend any **Claim** at our expense, the legal fees and all other litigation expenses we must pay to that counsel are limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defence of similar **Claims** in the community where the **Claim** arose or is being defended. We will have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending claims similar to the one pending against you, and to require such counsel to have errors and omissions insurance coverage. You agree that such independent counsel will timely respond to our requests for information regarding any **Claim**.

## 6. Subrogation

In the event of any payment under this section, we shall be subrogated to all of your rights of recovery against any third party and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing to prejudice our rights under this paragraph. Any recovery as a result of subrogation proceedings shall accrue first to you to the extent of any payments in excess of the **Section limit**; then to us to the extent of our payment under this section; and then to you to the extent of your **Deductible** or coinsurance. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

### Limits and deductibles

The **Section limit** and the rules below fix the most we will pay regardless of the number of **Insureds Incidents** or **Claims** subject to the applicable **Deductible**.

The **Section limit** applies to the entire **Policy period**. If the **Policy period** is extended after policy issuance the additional period will be deemed part of the last preceding period for the purposes of determining the **Section limit**.

#### 1. Multiple policy periods and claims

- a. When we issue claims made pollution liability coverage for your **Business activity** in one or more policy periods and a **Claim** is first made against you and reported to us in accordance with the terms and conditions of this section, or **Loss** is incurred during this **Policy period**, then all **Claims** or **Loss** arising out of the same, related or continuous **Incident** shall be deemed to have been first made and reported or incurred during this **Policy period**. This is provided that you have maintained claims made pollution liability coverage with us on a continuous uninterrupted basis since the first such **Loss** had been incurred or a **Claim** was first made against you, and reported to us. All such **Claims** or **Loss** will be subject to the terms, conditions and **Section limit**.
- b. All **Claims** first made against you and reported to us during the **Policy period** or all **Loss** incurred by you during the **Policy period** and arising out of the same, continuous, repeated or related **Incident** shall be deemed to be a single **Claim** and shall be deemed to have been made at the time the first of those **Claims** is made or **Loss** is incurred.

#### 2. Deductible

Our obligation to make payments under this section for **Loss** is excess of the applicable **Deductible** stated in the schedule.

If the same related or continuous **Incident** result in cover under one or more coverages, only the highest **Deductible** amount stated in the schedule amongst all coverage sections applicable to the **Claim** for **Loss** will apply.

This section operates in excess of the **Deductible**, however we may, without any obligation whatsoever, advance payment of part or all of the **Deductible** and, upon notification of such payment made you will promptly reimburse us within thirty (30) days. Payment of any **Loss** or amounts within the **Deductible** will not create any obligations or be construed as a waiver of our rights under this section.

## Exclusions

We shall have no liability under this section for any **Loss** or **Claim** arising directly or indirectly from:

1. **Known prior incidents**  
an **Incident** that occurred and of which you or the **Responsible insured** were aware prior to the **Policy period**. This exclusion will not apply to any **Incident** that is listed in an endorsement to this section.
2. **Identified underground storage tank system**  
any **Underground storage tank system** that is located at a property that you own or lease and that you or any **Responsible insured** as of the start of the **Policy Period** knew to be present  
This exclusion does not apply to an **Underground storage tank system** that is:
  - a. less than 10 years old as at the **Retroactive date**; or
  - b. double skinned or has been relined within 10 years before the start of the **Policy Period** by a reputable servicer of **Underground storage tank systems**.
3. **Deliberate acts or omissions**  
a deliberate or wilful act or omission by you or a **Responsible insured** where you or a **Responsible insured** either intends to cause **Environmental damage Bodily injury Property damage** or **Nuisance** or is reckless as to whether **Environmental damage Bodily injury Property damage** or **Nuisance** is caused.
4. **Asbestos or lead based paint in buildings & structures**  
the actual or alleged presence of or exposure to
  - a. lead based paint; or
  - b. asbestos asbestos-containing material asbestos-based products asbestos fibres asbestos dust or asbestos waste;present, installed, stored or applied in or upon any building or structure. For the avoidance of doubt, this exclusion does not apply to lead based paint or asbestos, asbestos-containing material, asbestos-based products, asbestos fibres, asbestos dust or asbestos waste buried in the soil, or in groundwater.
5. **Biological contaminants in buildings & structures**  
the actual or alleged presence of or exposure to **Biological contaminants** present in or upon any building or structure, unless caused by the processing or treatment of waste as part of the **Business activity**. For the avoidance of doubt, this exclusion does not apply to biological contaminants in the soil, or in groundwater.
6. **Upgrades and improvements**  
the cost of upgrades improvements or maintenance of any equipment, structures or facilities associated with your **Business activity**, whether or not such work is:
  - a. in compliance with any permit or licence requirements; or
  - b. directed by any government entity; or
  - c. undertaken in response to an **Imminent threat** or **Emergency situation**.
7. **Material change in business activity or use of covered location**  
a material change in:
  - a. use at a property that you own or lease; or
  - b. Your **Business activity**as declared in the proposal form or as modified by endorsement during the **Policy period**.
8. **Sale or abandonment**  
properties that you no longer own operate or control.

**9. Contractual liability**

Your assumption of liability in a contract or agreement unless you would have this liability in the absence of such contract or agreement or assumed in a contract that is listed in an endorsement to this section.

**10. Products**

any item that you sell, supply, manufacture, construct, assemble, alter, repair, service, treat, handle, distribute or dispose of including materials, parts, equipment, containers, packaging or labelling, once such item has ceased to be in your possession or control. This exclusion also applies to warranties or representations that you make, or are made on your behalf, in relation to the fitness, quality, durability, performance or use of such item.

**11. Professional services**

the performance of or failure to perform professional services by or on behalf of the **Insured**. Professional services will include but not be limited to recommendations, opinions, advice or strategies rendered by or on behalf of the **Insured** for a fee.

This exclusion does not apply to improper or inadequate supervision of any entity for which the **Insured** is legally liable when operating at third party properties.

**12. Cargo at rest or wrongly delivered**

cargo that is either no longer under the control of you or the entity transporting cargo on your behalf, has been relinquished to a third party, or has been delivered to the wrong address or receptacle.

This exclusion applies, but is not limited to **Incidents** that occur:

- a. after cargo is finally delivered; or
- b. while the cargo is in storage having been off loaded from the vehicle that was transporting it; or
- c. while the cargo is unsecured and at rest in excess of forty eight (48) hours.

**13. Property damage to cargo or vehicles**

**Property damage** to cargo or any vehicle.

**14. Fines and penalties**

criminal fines, criminal penalties, punitive or liquidated damages or contractual penalties.

**15. Employer's liability**

Bodily injury to:

- a. Your employees while performing their duties as part of your **Business activity**; or
- b. any person whose right to assert a **Claim** against you arises by reason of any employment, blood, marital or other relationship with your employees.

This exclusion applies to any liability imposed by the provisions of any Employers Liability legislation.

**16. Territory and sanctions**

an **Incident** or **Claim** where cover under this section would be prohibited by any applicable law or regulation including economic or trade sanctions. We shall have no liability to pay any claim or provide any benefit under the section where to do so would be a breach of any applicable economic or trade sanctions or other law or regulation. If payment of an otherwise valid and collectible claim under the section would be in breach of applicable economic or trade sanctions or other law or regulation, such payment will only be due if an appropriate licence permitting such payment is obtained. For any such time as it is reasonably likely that such a licence will be obtained, such payment funds will be held in escrow for the benefit of the **Insured** or claimant as applicable until the requisite licence is obtained.

**17. Public & products liability**

any **Claim** which is covered by under Section 3 (Property Owners Liability).

**18. Genetically modified products and organisms**

- a. in connection with the **Business Activity**, the production, manufacture, distribution, handling, repair, alteration, treatment, supply of or presence (on the premises only) of any **Genetically modified product** where your liability may be attributed directly or indirectly to the genetic characteristics of such product; or
- b. the spread, the fear of spread, the threat of spread or the fear of threat of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.

**19. Landfills**

material or items which are landfilled or landraised on property that you own lease or control .

**20. Redevelopment**

Any **Loss** arising from a **Pollution condition** or **Environmental damage** first discovered by the excavation or movement of any ground material (including but not limited to surface soils and subsurface soils) by a redevelopment, refurbishment or voluntary site investigation completed at the premises. For the avoidance of doubt this exclusion does not apply to below ground works required to install maintain or repair below-ground services on the premises.

## Complaints Procedure

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

### **Making a complaint to Cornish Mutual Assurance Company Ltd**

Your feedback is valuable to us and can help to improve our service. If you have a complaint, please let us know by writing to our Insurance Director using the details below.

The Cornish Mutual Assurance Company Limited

CMA House, Newham Road, Newham, TRURO TR1 2SU

Email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk)

However, your complaint does not have to be in writing. If you prefer to call us then please contact us by telephone on:

Tel: 01872 277151

### **Responding to your complaint**

Once you have contacted us, we will acknowledge your complaint within five working days and let you know the details of who is handling your complaint.

### **Resolving your complaint**

We strive to deal with all complaints fairly. Once we receive your complaint we will resolve it as quickly as possible, we aim to provide you with a formal response within 20 working days. If we don't resolve your complaint in this time we will write to you to let you know why and when we expect to send you our final response.

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give, you can contact the Financial Ombudsman Service to let them know.

### **The Financial Ombudsman Service**

They can be contacted at:

Exchange Tower, London E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

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

You can text the Financial Ombudsman Service on 07860 027 586 and they will call you back, but please don't send any account numbers or bank details by text – the Financial Ombudsman Service will sort that out later.

Our response to your complaint will always provide you with a leaflet explaining The Financial Ombudsman Service.

## Complaints Procedure

**If you have a complaint regarding Section 5 Legal Expenses or Section 6 Business Emergency please follow these steps:**

- **Step 1**

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

- 0344 472 2938 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays, for our mutual protection and training purposes, calls may be recorded).
- **customerrelations@arag.co.uk**
- ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

- **Step 2**

Should you remain dissatisfied you can refer your complaint to the Financial Ombudsman Service (FOS). The FOS can normally deal with complaints from small businesses with an annual turnover of less than £2 million.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

If the complaint cannot be dealt with by the FOS, it can be referred for independent arbitration as explained in condition 6 of the Legal Expenses section of this policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.



## Data Protection – Information Uses

For the purposes of the General Data Protection Regulation, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at [www.cornishmutual.co.uk/privacy-policy](http://www.cornishmutual.co.uk/privacy-policy) or you can contact us to request a copy.

### What information we collect

In order to assess the terms of the insurance contract or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as your health conditions or criminal convictions.

We may also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

### Using and sharing your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

### Using and sharing your data for marketing and marketing research purposes

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk).

### Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.

## Data Protection – Information Uses

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) or by writing to CMA House, Newham Road, Truro TR1 2SU.

### Privacy Notice (Section 5 and 6)

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement, please see their website [www.arag.co.uk](http://www.arag.co.uk)

#### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with their privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoints to process the handling of a claim.

#### Using personal or sensitive information

The reason ARAG collects personal or sensitive information is to fulfil ARAG's contractual and regulatory obligations in providing this Section of cover, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

#### Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

#### Insured Individuals' rights

Insured Individuals have a number of rights in relation to how ARAG holds personal data including; the right to a copy of the personal data ARAG holds; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when ARAG will not be able to delete personal data, please refer to ARAG's full privacy statement.

#### Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.



**Head office:** CMA House, Newham Road, Newham, Truro, Cornwall TR1 2SU

**Tel:** 01872 277151

**email:** [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) [www.cornishmutual.co.uk](http://www.cornishmutual.co.uk)



Company Registration Number: 00078768

Authorised by the Prudential Regulation Authority and regulated by the Financial  
Conduct Authority and the Prudential Regulation Authority

**CPO OCT 2022**