

Policy

Angel Unoccupied Property Insurance

FORM: Unoccupied Property 2022 – Angel – December 2024

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1. Important Information

This **Policy** is a contract between **You** and **Us**. It is arranged through **Angel** on **Our** behalf.

This **Policy** consists of this document, the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In this **Policy**, certain words or phrases are specially defined. In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this **Policy**, occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this **Policy** was arranged.

Please keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a claim.

1.1 Accessibility

Upon request **Angel** can provide Braille, audio or large print versions of the **Policy** and the associated documentation. If **You** require an alternative format **You** should contact **Us** through **Angel**.

1.2 Data Protection

(a) AXA XL Insurance Company Limited

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, “we”, or “us”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to us, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: dataprivacy@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your

complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties.

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

(b) Angel Risk Management Limited

For information about how Angel Risk Management Limited processes your personal information, please see our full privacy notice at: <https://www.angelriskmanagement.com/privacypolicy>

1.3 Third Party Rights

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

1.4 Law and Jurisdiction

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this **Policy** and all communications relating to it will be in English.

1.5 Premium Payment Clause

Unless **We** have agreed that the premium can be paid via direct debit instalments, the premium must be paid in full within forty-five (45) days of the beginning of the **Period of Insurance**. If the premium has not been received by the due date then **We** will have the right to cancel this **Policy** in accordance with the **Cancellation and Cooling-Off Period** Provisions set out below. If premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period.

1.6 Cancellation and Cooling Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this **Policy** by notifying **Us** through **Angel** in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date **You** receive this **Policy**; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

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

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this **Policy** after the cooling-off period by notifying **Us** through **Angel** in writing, by email or by telephone. Cancellation will be effective from the date of such notice to cancel. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force but subject to minimum retained premium of 50% of the original premium for the **Period of Insurance** or £150 whichever the greater and unless **You** have made a claim in which case the full annual premium is due.

(c) **Our Right to Cancel**

We are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
 - (ii) a change in risk which means **We** can no longer provide **You** with insurance cover;
- or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a Claim;

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

1.7 **Information You Have Given Us**

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

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any loss and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this **Policy**.

in accordance with the Cancellation and Cooling-Off Period Provisions.

1.8 **Change in Circumstance**

You must tell **Us** through **Angel** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your Policy**. For example, **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change, it may affect any claim **You** make or could result in **Your** insurance being invalid.

1.9 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) **We** need not return any of the premium paid.

1.10 **Sanctions**

You agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:

- (a) United Nations' resolution(s); or
- (b) trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.

1.11 Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom
E-mail: axaxlukcomplaints@axaxl.com
Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on Our behalf in the administration of complaints.

If **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom
E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number:	0800 0234 567	calls to this number are free on mobiles and landlines)
Telephone Number:	0300 1239 123	calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

Telephone Number:	+44(0)20 7964 0500
Fax Number:	+44(0)20 7964 1001
Text Number:	07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

Following this process does not impact **Your** legal rights.

1.12 Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

1.13 Regulatory Information

(a) **AXA XL Insurance Company (UK) Ltd.**

AXA XL Insurance Company (UK) Ltd. are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered office: 20 Gracechurch Street, London, EC3V 0BG.
Registered in England No. 5328622.

(b) **Angel Risk Management Limited**

Angel Risk Management Limited are authorised and regulated by the Financial Conduct Authority (Firm Reference No. 718451).

Registered office: 20 Gracechurch Street, London, EC3V 0BG.
Registered in England No. 2942487.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

(c) **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of AXA XL Insurance Company (UK) Ltd in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland
Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate.

2. Claims

2.1 Notification of Claims

We shall be entitled to refuse to pay, or reduce the amount **We** pay, for any claim under this **Policy** if **You** do not give notice in writing to **Us** via the contact details below as soon as practically possible in the event of a Claim.

1. How to make a Claim – Section 1 – Property Damage

Notification Address: Property Team
TPA Solutions
QuestGates Ltd
Benchmark House
Folds Point Bolton
BL1 2RZ

Tel No: 01204 860427
Out of Hours No: 0121 411 0535
Email: tpasolutions@questgates.co.uk

2. How to make a Claim – Section 2 – Property Owner Liability

Notification Address: Casualty Team
CCS
Quest Gates Ltd
11a The Wharf
Bridge Street
Birmingham
B1 2JS

Tel No: 0121 411 0533
Out of Hours No: 0121 411 0535
Email: claimsmanagement@questgates.co.uk

2.2 What You must do:

For each and every claim **You** and any person acting on **Your** behalf must:

- (a) not admit responsibility, liability, make an offer or promise, nor offer payment or reimbursement without **Our** written consent;
- (b) not incur any expense without **Our** consent except at **Your** own cost;
- (c) give all such information, assistance and forward all documents to enable **Us** to investigate, settle or resist any claim as **We** may require;
- (d) as required provide such proofs and information with respect to the claim and any matters connected to the claim;
- (e) not destroy evidence or supporting information or documentation without **Our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **Suit** that may give rise to a claim under this **Policy**.

2.3 **How We deal with Your claim:**

Unless stated otherwise all claims will be handled and overseen by **Us**. For each and every claim **You** and any person acting on **Your** behalf must:

(a) **Section 1 – Property Damage**

As soon as practicably possible after **Damage**, at **Your** own expense, deliver to **Us** a claim in writing, containing an account of the loss and the amount of the **Damage** sustained. When providing this information please bear in mind the value at the time of the **Damage**

together with any details of any other insurance on any **Building** or **Contents**. Also provide such proofs and information with respect to the claim as may be required by **Us** and any matters connected to the claim.

(b) **Section 2 – Property Owners Liability**

- (i) As soon as practicably possible send **Us** copies of any request, demand, order, notice, summons, legal paper and all documents relating to and in connection with an insured event as soon as practicably possible upon receipt by **You**. In addition **You** must co-operate with **Us** or **Our** appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;
- (ii) authorise **Us** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **Bodily Injury**.

2.4 **Claims Conditions**

1. **Abandonment**

There can be no abandonment to the **Insurers** of any property

2. **Insurer's Rights Following a Claim**

- (a) **We** are entitled, but not obliged, to take over and conduct in **Your** name or any person insured the defence or settlement of any claim or to prosecute in **Your** name or any person insured for **Our** own benefit any claim for reimbursement or damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- (b) **We** may at any time pay the **Limit of Liability** or **Sum Insured** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant Section) for payment of **Costs and Expenses** incurred prior to the date of payment.

3. **Subrogation**

Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, **You** and any person acting on **Your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or **Suit** that may give rise to a claim under this insurance.

You or any other party insured by this **Policy** will, at **Our** request and expense, do and concur in doing and permit to be done all such acts and things as may be required by **Us** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become required before or after their insurance by **Us**.

In the event of any payment under this **Policy**, **We** will act in concert with all other interested persons (including **You**) concerned in the exercise of any rights of recovery.

The apportioning of any amounts which may be so recovered will follow the principle that:

- (i) any interested persons (including **You**) who will have paid an amount over and above any payment under this **Policy** will first be reimbursed up to the amount paid by them.
- (ii) **We** are then to be reimbursed out of any balance then remaining up to the amount paid
- (iii) lastly, the interested persons (including **You**) to whom this coverage is in excess shall be entitled to claim the residue, if any.

Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

3. General Definitions

The following words have a special meaning when used within this **Policy**, when the words appear in this **Policy** in **bold** and with a capital first letter they will have the meaning given below.

3.1 **Advertising injury** means

- (a) oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods or services;
- (b) oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
- (c) misappropriation of advertising ideas or style of doing business;
- (d) infringement of copyrighted advertising materials, titles or slogans; in the course of advertising **Your** goods or services.

3.2 **Angel** means Angel Risk Management Limited.

3.3 **Bodily Injury** means death, disease, illness, physical and mental injury of or to an individual.

3.4 **Buildings** means the fixed permanent structures at the **Premises** including:

- (a) landlord's fixtures and fittings therein and thereon;
- (b) outbuildings, annexes, extensions, canopies, conveniences;
- (c) foundations;
- (d) walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt around and pertaining to drains, sewers and gutters;
- (e) security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings walls gates fences fixed poles or fixed pylons at the **Premises**;
- (f) pedestrian malls, associated lampposts and street furniture which **You** are responsible;
- (g) telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which **You** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **Premises**;
- (h) underground storage tanks;
- (i) tenants' improvements where **Your** responsibility and property comprising fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to **You** at the time of the surrender of the lease;
- (j) machinery and plant;
- (k) but excluding property more specifically insured.

3.5 **Business** means **Your** ownership of land and **Buildings** at the **Premises**.

3.6 **Computer System** means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the

aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

3.7 **Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes for example 'Trojan Horses', 'worms' and 'time or logic bombs'.

3.8 **Communicable Disease** means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

3.9 **Contents** means:

- (a) fixtures and fittings (not forming part of the **Buildings**), furniture, furnishings, utensils and domestic appliances for which **You** are responsible for within the **Buildings** at the **Premises**; and
- (b) landlord's contents in the common areas of the **Buildings** to which all tenants have access including:
 - (i) the contents of fuel tanks at the **Premises**;
 - (ii) janitorial goods for which **You** are responsible;
 - (iii) portable communal property in the open grounds of and used in connection with the **Buildings** at the **Premises**;

but excluding:

- (1) China or other fragile brittle objects;
- (2) curios, rare books, works of art or articles of antique furniture;
- (3) documents manuscripts and business books;
- (4) the personal effects including pedal cycles, but excluding motor vehicles, of directors, partners, **Employees** and visitors;
- (5) computer systems' and any expenses in connection with the production of information to be recorded therein and the value to **You** of the information contained therein.

3.10 **Costs and Expenses** means

costs and expenses (other than claimant costs recoverable from **You** or any **Other Insured Party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;

pre-judgment interest awarded against **You** on that part of any judgment covered under this **Policy** but where **We** offer to pay the **Limit of Liability** in settlement of a claim or **Suit**, **We** will not pay any pre-judgment interest imposed or earned after the date of such offer;

all interest earned on that part of any judgment within the **Limit of Liability** after entry of the judgment and before **We** have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **Limit of Liability**;

costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of reimbursement under this **Policy**.

3.11 **Damage** means:

- (a) In respect of Section 1, Property Damage, physical loss of, destruction of or damage to tangible property.
 - (b) In respect of Section 2, Property Owners Liability, loss of use of tangible property that has been lost, destroyed or damaged
- 3.12 **Denial of Access** means nuisance, trespass, or interference with any easement, right of air, light, water or way.
- 3.13 **Electronic Data** means facts, concepts and information converted to a form useable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.
- 3.14 **Employee** means any person whilst:
- (a) engaged under a contract of service or apprenticeship with **You**;
 - (b) acting in the capacity of **Your** non-executive director;
 - (c) not under a contract of service or apprenticeship who is, at **Your** requirement supplied to, hired or borrowed by **You** in the course of **Business** and under **Your** control, including but not limited to:
 - (i) persons on secondment from another company that is not stated as insured under this **Policy**;
 - (ii) labour masters or persons supplied by them;
 - (iii) labour only subcontractors or persons supplied by them;
 - (iv) self-employed persons;
 - (v) drivers or operators of hired-in plant;
 - (vi) persons engaged under work experience, training, study, exchange or similar schemes;
 - (vii) any officer, member or voluntary helper of the organisations or services stated in the **Business**;
 - (viii) voluntary workers, helpers and instructors;
 - (ix) employee(s) elected on any industry users committee;
 - (x) outworkers or homeworkers employed under contracts to personally execute any work in connection with **Business** while they are engaged in that work;
 - (xi) prospective employees who are being assessed by **You** as to their suitability for employment.
- 3.15 **Endorsement(s)** means a change in the terms and conditions of this **Policy** agreed by **Us** that can extend or restrict cover.

3.16 **Excess means**

- (a) In respect of Section 1, Property Damage: the first amount payable by **You** in respect of each and every claim or potential claim to be applied to each and every **Premises** as ascertained after the application of all other terms and conditions of this insurance.
- (b) In respect of Section 2, Property Owners Liability the first amount payable by **You** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance.

The **Limit of Liability** or the **Sum Insured**, as applicable, are in excess of and shall not be reduced by the amount of any **Excess**.

3.17 **Legionella** means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

3.18 **Limit of Liability** means the amount stated in the **Schedule** which is the total amount payable by **Us** in respect of any one event irrespective of the number of claims, but in total during any one **Period of Insurance**.

3.19 **Money** means anything having the value of money, including currency, crossed or uncrossed cheques, crossed or uncrossed Giro cheques, Giro drafts, travellers' cheques, crossed or uncrossed money orders, crossed or uncrossed postal orders, crossed or uncrossed bankers' drafts, bearer bonds, current postage stamps, current revenue stamps, unused units in postage stamp franking machines, bills of exchange, consumer redemption vouchers, trading stamps, gift vouchers, travel tickets, telephone cards and VAT purchase invoices.

3.20 **North America** means the United States of America or its territories or possessions or Canada.

3.21 **Nuclear hazards** means:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.22 **Other Insured Party** means any of the following parties:

- (a) any of **Your** directors, partners, **Employees** or a former **Employees**;
- (b) any officers or trustees of **Your** pension scheme(s).

3.23 **Period of Insurance** means the period this insurance is in force as shown on the **Schedule**.

3.24 **Personal Injury** means harm other than **Advertising Injury** or **Bodily Injury** arising out of one or more of the following offences committed in the course of the **Business**:

- (a) false arrest;
- (b) detention or imprisonment;
- (c) malicious prosecution;
- (d) wrongful entry into, or eviction of a person from a room, dwelling or **Premises** that the person occupies;
- (e) invasion of the right of privacy;
- (f) libel, slander or defamation.

- 3.25 **Policy** means this document, the **Schedule** and any **Endorsements** attaching to this document or the **Schedule** that will be considered part of the legal contract.
- 3.26 **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. **Legionella** bacteria is deemed not to be pollutants for the purpose of this insurance.
- 3.27 **Pollution** means the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time and any cost, expense, claim or **Suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time that **You** or any **Other Insured Party** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **Pollutants**.
- 3.28 **Product** means any tangible property after it has left **Your** custody or control which has been sold, supplied, distributed, leased, loaned or free issued by or on **Your** behalf.
- 3.29 **Premises** means
- (a) In respect of Section 1, Property Damage, **Your Premises** at the address(es) specified in the **Schedule**.
 - (b) In respect of Section 2, Property Owners Liability, means the **Buildings, Contents** or land that are owned, leased, hired or tenanted by or on loan to **You** for the purpose of the **Business**.
- 3.30 **Schedule** means the document titled Schedule attached to this **Policy**.
- 3.31 **Suit** means a civil proceeding in which damages to which this insurance applies are alleged, including;
- (a) an arbitration proceeding in which such damages are claimed and to which any **Other Insured Party** must submit or does submit with **Our** consent; or
 - (b) any other alternative dispute resolution proceeding in which such damages are claimed and to which any **Other Insured Party** submits with **Our** consent.
- 3.32 **Sum Insured** means the sum specified as the **Sum Insured** in the **Schedule**.
- 3.33 **Terrorism** means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 3.34 **Unoccupied / Unoccupancy** means any **Premises** stated in the **Schedule** that is not occupied by **You** or a person or tenant authorised by **You**.
- 3.35 **War** means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local.
- 3.36 **We / Us / Our** means AXA XL Insurance Company (UK) Ltd.
- 3.37 **Work Away** means work, operations, installation or services performed by **You** or on **Your** behalf but not on the **Premises**.

3.38 **You / Your** means

- (a) the company or other organisation including any of **Your** subsidiary companies that are in existence at the inception date of the insurance and have been declared to **Us** until such time as they may be sold or otherwise disposed (but not excluding any liabilities incurred prior to disposal), and;
- (b) the person or people shown as insured in the **Schedule**;
- (c) including in either case **Your** legal or personal representatives in respect of any claim under this **Policy** incurred on **Your** behalf.

4. General Conditions

4.1 Adjustment of premium

Where the premium in whole or part is provisionally based on estimates provided by **You**, **You** will keep accurate records and declare such information as **We** require within three (3) months of the expiry of the **Period of Insurance**. The premium will then be adjusted and any difference paid by or allowed to **You** as the case may be but subject to any minimum premium that may apply. **We** reserve the right to request that **You** supply an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof

4.2 Assignment

Assignment of interest under this **Policy** will not bind **Us** unless and until **Our** written consent is endorsed to the **Policy**.

4.3 Contribution

If at the time of any claim there is any other valid and collectible insurance available to **You** or any **Other Insured Party** other than insurance that is specifically stated to be in excess of this **Policy**, and names **You** for the insurance, then the insurance afforded by this **Policy** will be in excess of and will not contribute with such other insurance.

4.4 Document management

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

4.5 Inspection and audit

We, or such representative as **We** may designate, will be permitted but not obligated to inspect **Your** property and operations at any time given reasonable notice. Neither **Our** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on **Your** behalf of or for **Your** benefit or others, to determine that such property or operations are safe.

4.6 Minimisation of risk

You must throughout the **Period of Insurance**:

- (a) comply with all legal requirements, regulations, rules and guidelines imposed on **You** by any competent authority;
- (b) take all practical steps to prevent and minimise accidents, loss, injury and damage;
- (c) take all practical steps to maintain the **Premises, Contents** and everything used in the **Business** in a good state of repair;
- (d) take care in the selection and supervision of **Employees**; and
- (e) maintain accounts with a complete record of purchases and sales.

In the event of breach of any of the above term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

4.7 Representation

You will act on behalf of all **other insured parties** under this **Policy** with respect to the giving and receiving of any notices from **Us** or **Our** representatives including any notice of cancellation. The payment to **You** of any return premium that may be payable under this **Policy** will satisfy **Our** obligations to return premium to any **Other Insured Party**

5. Section 1 – Property Damage

5.1 **We** will make good **Your** loss in respect of certain kinds of **Damage** to property as stated in the **Schedule** belonging to **You** or for which **You** are responsible occurring during the **Period of Insurance**. The types of **Damage** covered are as stated under Clause 5.2 – Insured perils.

5.2 Insured perils

Damage to the **Buildings** or **Contents** occurring during the **Period of Insurance** caused by any of the insured perils of:

1. Fire but excluding **Damage** caused by:
 - (a) explosion resulting from fire;
 - (b) earthquake or subterranean fire;
 - (c) its own spontaneous fermentation or heating or
 - (d) its undergoing any heating process involving the application of heat.

2. Lightning;

3. Explosion

- (a) of boilers;
- (b) of gas;

used for domestic purposes only but excluding **Damage** caused by earthquake or subterranean fire. This Peril does not cover **Damage** caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control;

4. Aircraft or other aerial devices or articles dropped there from;

5. Earthquake.

Provided that:

- (a) the **Damage** arises solely out of the **Unoccupancy** of the **Buildings** within the United Kingdom;
- (b) **We** shall not be liable for **Damage** or liability arising out of, or in connection with, building operations, redecoration, renovation, or refurbishment whether the **Premises** is deemed occupied or not;
- (c) **Our** liability under this Section will not exceed the **Sum Insured** by each item insured as stated in the **Schedule** in respect of any one **Period of Insurance** or any sub-limit as specified under this Section regardless of the number of:
 - (i) other insured parties; or
 - (ii) persons or organisations bringing claims or suits; or
 - (iii) claims or series of claims made by **You**;
- (d) at least one of the Perils named is the immediate and nearest cause of **Damage** to covered property;

- (e) where one of the Perils covered is the first cause of a train of events following on directly and inevitably from one another without the intervention of any new independent cause, then that Peril will be understood to have been the immediate and nearest cause of the **Damage**;
- (f) where one of the Perils covered is only a contributory cause in a train of events, then only the **Damage** immediately caused by that Peril is insured under this **Policy**.

5.3 Basis of Claims Settlement

The amount **We** will pay in respect of such item(s) shall be the cost of the reinstatement of the property **Damaged**.

For this purpose, reinstatement means:

- (a) where property is lost its replacement by similar property which provided **Our** liability is not increased may be carried out:
 - (i) in any manner suitable to **Your** requirements;
 - (ii) upon another site.
- (b) where property is **Damaged** the repair or restoration of property;

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

- (c) **Day One** (Applicable in respect of **Buildings** only)

You have stated in writing the Declared Value in respect of **Buildings** and the premium has been calculated accordingly.

Declared Value is **Your** assessment of the cost of reinstatement of the **Buildings** insured arrived at in accordance with (a) and (b) above at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides, due allowance for:

- (i) the additional cost of reinstatement to comply with Public Authorities requirements;
- (ii) professional fees; and
- (iii) debris removal costs.

At the start of each **Period of Insurance** **You** will notify **Us** of the Declared Value of the **Buildings**. In the absence of such declaration the last amount declared by **You** shall be taken as the Declared Value for the ensuing **Period of Insurance**.

Provided that:

- (1) **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 lost.

Where by reason of any of these provisions no payment is to be made for any item, that is subject to (c) above, beyond the amount which would have been payable under this Section if this clause had not been incorporated therein **Our** and **Your** rights and liabilities in respect of the **Damage** shall be the Condition of Underinsurance therein as if this clause had not been incorporated therein except that the sums insured shall be limited to 115% of the Declared Values.

- (2) each item insured subject to this Basis of Claims Settlement is declared to be separately subject to the following condition of underinsurance.

If at the time of loss the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in (a) above) at the inception of the **Period of Insurance** then **Our** liability for any loss hereby insured shall be limited to that proportion thereof which the Declared Value bears to the cost of reinstatement (as defined in paragraph (a) above).

- (d) no payment beyond the amount which would have been payable in the absence of this Basis shall be made:
- (i) unless Reinstatement commences and proceeds without unreasonable delay;
 - (ii) until the cost of Reinstatement shall have been actually incurred;
 - (iii) if the property insured at the time of its **Damage** shall be insured by any other insurance effected by **You** or **Your** behalf which is not upon the same basis of Reinstatement.
- (e) all the terms and conditions of this Section shall apply:
- (i) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby
 - (ii) where claims are payable as if this Basis of Claims Settlement had not been incorporated including any condition of underinsurance.

5.4 **Additional Costs and Expenses**

In respect of any **Damage** which is covered by 5.1 above, **We** will also pay **Your** additional **Costs and Expenses** as follows. All of **Your** additional **Costs and Expenses** will be included within the Sum Insured and not in addition to it.

1. **Debris removal**

The costs and expenses incurred by **You** with **Our** written consent in removing debris from the site of the **Damage** and in areas immediately adjacent, or cleaning or clearing drains, sewers and/or gutter of, or dismantling and/or demolishing of, or shoring up, propping and/or fencing the portion or portions of the building that has been **damaged** by the insured perils above;

except that:

- (a) **Our** liability for such costs and expenses will not exceed the amount for
- (i) Buildings; or
 - (ii) if the buildings are not covered under this Section, debris removal
- stated in the **Schedule** in the aggregate during the **Period of Insurance**, and
- (b) **We** will not be liable for any costs and expenses;
- (i) incurred in removing debris of property not insured by this **Policy**;
 - (ii) arising from **Pollution** of property not insured by this **Policy**;
 - (iii) of temporary boarding up of windows as part of a claim for breakage of glass if this **Policy** includes glass **Damage**.

2. **European Union and public authorities**

The additional cost of reinstatement of the damaged **Buildings** as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority or European Union directive except that the amount recoverable under this clause will not include:

- (a) the cost incurred in complying with any such regulations, bye-laws or directive:
 - (i) in respect of **Damage** occurring prior to inception;
 - (ii) in respect of **Damage** not insured by this Section;
 - (iii) under which notice has been served upon **You** prior to the happening of the **Damage**;
 - (iv) in respect of undamaged **Buildings** or undamaged portions of the **Building** other than foundations (unless foundations are specifically excluded from the insurance by this Section) of that portion of the damaged **Building**;
- (b) the additional cost that would have been required to make good the damaged **Building** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations, bye-laws or directives not arisen;
- (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations, bye-laws or directives;
- (d) if **Our** liability in respect of any **Building** apart from this clause is reduced by the application of any of the terms and conditions of this insurance or this clause then **Our** liability under this clause in respect of any such **Building** will be reduced in like proportion;
- (e) **We** will have no liability under this clause unless the work of reinstatement is commenced and carried out with reasonable despatch (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being increased).

Our liability for any and all costs and expenses under this clause will not exceed 10% of the Buildings Declared Value, or GBP 50,000, whichever is the lesser.

3. **Fire extinguishment expenses and emergency services damage**

Costs and Expenses incurred by You for:

- (a) extinguishment expenses in order to minimise **Damage**;
- (b) recharging or repairing **Damage** to any gas or sprinkler fire extinguishment system;
- (c) **Damage** to lawns gardens, playing surfaces and landscaped areas, car parks, private roads, and pathways at the **Premises** caused by emergency service vehicles while attending an incident involving **Damage** for which **We** have accepted a claim under this Section;

Our liability for any and all costs and expenses under this clause will not exceed GBP 5,000.

4. **Temporary repairs following damage**

Following **Damage** at the **Buildings**:

- (a) the cost of boarding-up of fixed glass in windows, doors, fan lights and skylights that is necessary to make the **Building** secure;
- (b) the installation of temporary doors made necessary for weather-proofing or securing the **Building**;
- (c) weather-proofing **Buildings** and securing the site.

5. **Professional Fees**

The costs and expenses incurred in employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **Buildings** following **Damage**

except that:

- (a) such costs and expenses shall not include those incurred in preparing any claim under this **Policy**.
- (b) **Our** liability for such costs and expenses will not exceed the amount stated for **Buildings** in the **Schedule** in the aggregate during the **Period of Insurance**.

5.5 **Property Damage Limitations and Exclusions**

The following are excluded from and not covered by the **Policy** under this Section:

1. **Aircraft travelling at supersonic speeds**

Aircraft travelling at supersonic speed or consisting of pressure waves caused by aircraft, other aerial device or satellite travelling at sonic or supersonic speeds.

2. **Civil Commotion**

any damage occasioned by riot or civil commotion.

This exclusion does not apply to the cover provided by the Unoccupied Level 3 Conditions Endorsement if specifically endorsed hereon, as stated in the **Schedule**.

3. **Communicable Disease**

any claims arising out of or relating to:

- (a) any Communicable Disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimize or prevent the impact of (a) above.

4. **Confiscation**

loss (whether temporary or permanent) of the insured property or any part thereof, by reason of:

- (1) confiscation, requisition, deprivation, seizure, expropriation, nationalisation, detainment, appropriation for title or use; or
- (2) the legal or illegal occupation of such property or of any premises, vehicle or thing containing the same,

by or under the order of any Government (whether civil, military or de facto) or public or local authority.

5. **Cyber**

damage caused deliberately or accidentally by or contributed to by:

- (1) the use of or inability to use any **Computer System**;
- (2) any **Computer Virus**; or
- (3) any computer related hoax relating to (1) and/or (2) above.
- (4) loss of or damage to any **Electronic Data** wherever it is stored.

6. **Excluded property**

the following property unless specified to the contrary in the **Schedule**:

- (a) livestock, bloodstock, fish stock growing crops or trees;
- (b) watercraft or aircraft or other aerial devices or satellites;
- (c) motor vehicles or their contents, accessories, caravans or trailers;
- (d) **Money**, bullion, foreign coins counterfeit or substitute **Money**;
- (e) land, piers, jetties, bridges, culverts or excavations;
- (f) moveable property in the open, gates or fences;
- (g) any motor vehicle the use of which is not permanently confined to the **Premises**;
- (h) property in the course of erection or installation.

7. **Flat or felt roof**

any claims arising out of or relating to:

- (a) any flat or felt roof unless such roof is inspected once every twelve (12) months in the months of July to September by a roofing contractor who is a member of the National Federation of Roofing Contractors or similar professional association. Evidence of such inspection and any resulting completed remedial work shall be provided to **Us** if requested;
- (b) any flat or felt roof guttering unless such guttering is checked for blockages and defects by a competent person at six (6) monthly intervals and any remedial action required is implemented as soon as practicably possible.

8. **Fungal pathogens or bacteria**

any damage caused by or consisting of fungal pathogens or bacteria. For the purposes of this exclusion “fungal pathogens” shall mean any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

9. **Glass, glass surrounds and washroom facilities**

breakage of or **Damage** to glass, glass surrounds, sanitary ware and washroom facilities.

10. **Nuclear Hazards, radioactive risks or chemical, biological and electromagnetic weapons**

in whatever form, arising out of, or contributed to, by or in connection with:

- (a) **Nuclear Hazards;** or
- (b) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (d) any chemical, biological, bio-chemical, or electromagnetic weapon.

11. **Pollution**

Any damage, costs and expenses arising from **Pollution** of property not insured by this **Policy**.

12. **Property away from Your Premises**

Damage arising to property away from **Your Premises**.

13. **Property insured elsewhere**

Damage to, or **Costs and Expenses** in respect of any **Building** or **Contents** which is otherwise more specifically insured by **You** or on **Your** behalf.

14. **Subsequent loss**

delay, loss of market, loss of use, or subsequent loss or damage of any kind.

15. **Terrorism**

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

16. **War**

any act of **War** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **War**.

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

17. **Working dynamos, motor wires or electrical apparatus**

loss of or damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure.

5.6 Property Damage Conditions

1. Unoccupied Premises

You must ensure that in respect of any **Building**:

- (a) the mains supply services are switched off at the point of supply to the **Building** other than in respect of the following circumstances:
 - (i) the circuit(s) of the electricity supply which are needed to maintain any protection or security system in operation;
 - (ii) mains services which are needed to maintain any sprinkler systems in full working order and in these circumstances heating must be maintained in the **Building** at a minimum temperature of 5 degrees Centigrade;
 - (iii) water, gas and electricity left on to avoid risk of damp;
 - (iv) water, gas and electricity left on to power lighting for prospective buyers and/or operation of lights on timers to give the impression that the **Building** is occupied.
 - (v) water, gas and electricity left on if **You** are staying in the **Building** overnight.
 - (vi) the **Building** is inspected thoroughly both internally and externally at least once each fourteen (14) days by **You** or **Your Employees** and:
 - (vii) all defects in maintenance and security are rectified as soon as practicably possible;
 - (viii) accumulations of combustible materials such as junk mail, in and around the **Building** are removed during inspection;
 - (ix) with records of such inspections maintained;
 - (x) all windows and doors to the **Building** are secured against illegal entry by good quality locks and other security measures, all of which are in operation;
 - (xi) the perimeter fences, walls and gates are maintained in good repair.

In the event of breach of any of the above terms, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

2. Protection and Security of Property

You must use the utmost diligence and take all practical and necessary steps to protect, recover and save property insured and minimise any actual or potential **Damage** when property has sustained or is in imminent danger of sustaining **Damage**.

You must at all times maintain all property in a good, proper and workmanlike manner and ensure that all protection and security systems that have been advised to **Us**, as well as all other protection and security systems, are in force at all times.

In the event of breach of any of the above terms, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3. **Reinstatement of property**

If **We** elect or become bound to reinstate or replace any **Building** or **Contents**, **You** will, at **Your** own expense, produce and give to **Us** all such plans, documents, books and information as **We** may require. **We** will not be bound to reinstate exactly or completely but only as circumstances permit, and will not in any case be bound to expend in respect of any **Building** or **Contents** more than the **Sum Insured** or **Limit of Liability** stated on the **Schedule**.

4. **Underinsurance**

If the **Schedule** specifies that this **Policy** is provided on a **Sum Insured** basis, each of the **Sums Insured** by this Section subject to the following condition of Underinsurance. This means that whenever a **Sum Insured** is declared to be subject to Underinsurance, if the property insured will at the breaking out of any fire or at the commencement of any **Damage** to such property by the insured perils, be collectively of greater value than such **Sum Insured**, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable proportion of the loss accordingly.

5. **Contracting purchaser**

If at the time of **Damage** to any **Building** or **Contents** insured under this Section **You** have contracted to sell **Your** interest in such **Building** or **Contents**, the purchaser will be entitled to the benefits of this Section insofar as it relates to such **Damage** without prejudice to **Your** rights or **Our** rights up to the date of completion provided that:

- (a) **Damage** takes place during the period from exchange to completion;
- (b) the completion is finalised;
- (c) the property is not otherwise insured by or on behalf of the purchaser against such **Damage**.

6. **Designation**

For the purpose of determining where necessary the heading under which any property is insured, it is agreed to accept the designation under which such property has been entered in **Your** books.

7. **Non-invalidity**

If the risk of **Damage** is increased by any act or omission, or by any alteration, that occurs without **Your** knowledge, such increase will not invalidate this insurance, provided that **You** as soon as practicably possible on such act, omission or alteration coming to their knowledge, gives notice thereof to **Us** and pay such additional premium as **We** may require.

8. **Other parties**

The interest of such other parties including, as the case may be lessors, mortgagees, banks, hire purchase companies specified in the **Schedule** (or notified by **You** to **Us** in writing from time to time) is noted in this insurance, but only to the extent of their financial interest in the property insured, but not as joint insured.

In the event of any claim the:

- (a) **You** will declare to **Us** the names of such interested parties as soon as practicably possible; and
- (b) **We** will consult with such declared interested parties as regards the manner and method of any reimbursement so as to protect the direct financial interests of such parties.

9. **Reinstatement of Sum Insured following loss**

In respect of **property insured** on a '**Sum Insured**' basis, in consideration of this insurance not being reduced by the amount of any loss under this Section **You** will pay such additional premium to **Us** as may be required.

10. **Claim discharge**

Your or **Your** personal representatives' receipt will discharge **Us**.

11. **Compromised settlements**

If **You** compromise with **Us** any claim under this **Policy**, where more than one party has an interest in the insured person the benefit will represent the total amount payable in respect of that person for all interests covered by this Section.

6. Section 2 – Property Owners Liability

6.1 Property owners liability cover

We will cover **You** up to the **Limit of Liability** by the terms of this Section against legal liability to pay damages, including claimant costs recoverable from **You**, as a result of:

- (a) **Bodily Injury, Damage or Denial of Access** that happens during the **Period of Insurance** and arises out of and in connection with the **Business**;
- (b) **Bodily Injury, Damage or Denial of Access**, arising out of or from **Pollution** occurring during the course of **Business** provided that the **Pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **Period of Insurance**.

6.2 Additional Property owners liability costs and expenses

In addition, following any event which is or may be the subject of insurance under this Section **We** agree to cover **You** for **Costs and Expenses**, which are payable in addition to the **Limit of Liability**, incurred in respect to any insured event under this Section.

6.3 Property owners liability extensions

1. Cross liabilities

For each legal entity **You** comprise of, **We** will separately cover each party under this Section as if a separate **Policy** had been issued to each but in respect of claims made or **suits** brought against any of them. However, **Our** total liability to all parties, will not exceed the **Limit of Liability**. Further, where requested by **You**, **We** will waive all rights of subrogation against **Your** subsidiary or from a subsidiary against **Your** parent.

2. Cover for Other Insured Parties

At **Your** request, **We** will separately cover each **Other Insured Party** provided that:

- (a) **You** would have been entitled to cover by this **Policy** had the claim or **suit** been made against **You**;
- (b) the **Other Insured Party** is not covered under any other insurance or in any other way;
- (c) **We** have the sole conduct and control of any claim;
- (d) the **Other Insured Party** agrees it will be bound by this **Policy** (other than in respect of premium) as if it were **You**.

3. Principals

We will cover any of **Your** principals, where requested by **You**, but only to the extent that liability arises solely out of the work performed for the principal by **You** or on **Your** behalf, under a contract or agreement in respect of which **You** would have been entitled to cover under this **Policy** if the claim had been made against the **You**, and provided that:

- (a) the principal shall as though they were **You** observe, fulfil and be subject to the terms and conditions of this **Policy** in so far as they apply; and
- (b) **Our** liability under this clause shall in no way operate to increase the **Limit of Liability**; and
- (c) the principal is not covered under any other insurance or in any other way.

6.4 **Property owners liability limitations and exclusions**

This Section does not cover any loss or liability arising out of, caused by or contributed to by or arising out of:

1. **Advertising Injury**

Any **Advertising Injury**.

2. **Advice, design or plans provided for a fee**

any advice, design, plans, specifications, formulae, surveys, or directions prepared or given by **You** or **Other Insured Party** for a fee.

3. **Aircraft and watercraft**

the ownership, possession or use of any aircraft, or other aerial device or satellite, or any watercraft.

4. **Asbestos**

any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

5. **Communicable Disease**

- (a) any Communicable Disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimize or prevent the impact of (a) above.

6. **Confiscation**

loss (whether temporary or permanent) of the insured property or any part thereof, by reason of:

- (1) confiscation, requisition, deprivation, seizure, expropriation, nationalisation, detainment, appropriation for title or use; or
- (2) the legal or illegal occupation of such property or of any premises, vehicle or thing containing the same,

by or under the order of any Government (whether civil, military or de facto) or public or local authority.

7. **Costs and Expenses arising from a deliberate act**

Costs and Expenses incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by **You** or on **Your** behalf or any **Other Insured Party** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation.

8. **Costs of recall or guarantee**

expenditure, whether incurred by **You** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **product** or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement.

9. **Damages arising from a deliberate act**

Bodily Injury, Damage or Denial of Access, and any associated **Costs and Expenses**, either expected or intended by **You** or any **Other Insured Party** but this exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

10. **Electronic Data**

Liability:

- (a) arising from loss, alteration or impairment of, or **Damage to Electronic Data**;
- (b) arising from malicious acts of any person carried out by electronic means;
- (c) for defamation or harassment carried out by electronic means.

11. **Employment practices dispute**

liability which arises out of:

- (a) a dispute between an employer / prospective employer and **Employee** / prospective **Employee** referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal; or
- (b) a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS;
- (c) and liability by clause a) or b) above which is capable of being insured under a generally available Employment Practices Liability Insurance Policy.

12. **Excess**

the amount of the **Excess** as applicable and stated in the **Schedule**.

13. **Financial loss**

liability for pure financial loss that is not consequent upon **Bodily Injury** or **Damage**.

14. **Fines, penalties or multiplication of compensatory damages**

- (a) any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;
- (b) Intentional disregard of reasonable precautions
- (c) any insured event or loss arising or arising out of or continuing from **Your** deliberate, conscious or intentional disregard of the need to take all possible precautions to prevent an insured event or loss arising or continuing.

15. **Liability from employment**

Bodily Injury sustained by any **Employee** arising out of or in the course of employment by **You** in the **Business**.

16. **Limit of Liability**

liability in excess of the **Limit of Liability** stated in the **Schedule** except for payment of **Costs and Expenses** as provided for by the Additional Property Owners Liability Costs and Expenses clause.

17. **Liquidated damages**

any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which **You** or any **Other Insured Party** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties.

18. **North America risks**

- (a) loss or liability arising from **Bodily Injury, Damage** occurring or **Denial of Access** within **North America**;
- (b) liability arising out of or from or brought about by or contributed to by **Pollution** within **North America**.

19. **North American jurisdiction**

liabilities in respect of any judgment, award, payment, **Costs and Expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **Costs and Expenses** or settlement either in whole or in part).

20. **Nuclear, radioactive and chemical, biological, bio-chemical, or electromagnetic weapon risks**

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or as a consequence of;
- (b) any legal liability of whatsoever nature;
- (c) any sum which **You** become legally liable to pay or any loss or expense;

caused by or contributed to by or arising from or, in the case of c) above, attributable to:

- (1) **Nuclear Hazards.**
- (2) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (3) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (4) any chemical, biological, bio-chemical, or electromagnetic weapon.

21. **Overseas domiciled operations**

Your subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the United Kingdom.

22. **Owned or previously owned Premises**

loss or liability for **Damage** or **Denial of Access** caused by or arising from **Pollution** to land or **Premises** (including land or water within or below the boundaries of such land or **Premises**) that are presently or were at any time previously owned, leased, hired or tenanted by **Your** or otherwise in **Your** care, custody or control.

23. **Ownership or use of mechanically propelled vehicles**

Bodily Injury, Damage or **Denial of Access** arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by **You** or on **Your** behalf or any **Other Insured Party**.

24. **Personal Injury**

loss or liability arising from **Personal Injury**.

25. **Product Liability**

loss or liability caused by or arising from any **Product** after it has ceased to be in the custody or under the control of **You** or any **Employee**.

26. **Property in the insured's care, custody and control**

Damage to property owned, leased, hired or held in trust by **You** or under hire purchase or on loan to **You** or held otherwise in **Your** care, custody or control.

27. **Terrorism**

Any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

28. **The product itself**

liability for damage to **Your Product** or any part of the **Product** arising from a defect or unsuitability and pure financial loss arising from such damage.

29. **War**

any act of **War** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **War**.

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

30. **Work Away**

loss or liability for **Bodily Injury** or **Damage** arising from **Work Away**.