

Hepburns Insurance Leasehold Landlord Policy Document

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Important Information.....	3
Our Promise to You	3
About the Insurer	3
How to Make a Claim	3
What You Must Do	3
How to Make a Complaint.....	4
Data Protection	5
Information You Have Given Us	5
Fraud.....	5
Change in Circumstances.....	5
Sanctions	6
Cancellation and Cooling-Off Period	6
Choice of Law	6
Accessibility	7
Third Party Rights	7
General Definitions	8
General Conditions	9
General Exclusions – What is not Covered	12
Property Damage Section	14
Legal Liabilities Section	19

Important Information

Our Promise to You

This insurance is a contract between **You** and **Us**. It is arranged through **Hepburns Insurance** on **Our** behalf.

This insurance 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 insurance, certain words or phrases are specially defined. In deciding to accept this insurance 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 insurance, against the events set out in this document during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

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

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

About the Insurer

Catlin Underwriting Agencies Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at www.fca.org.uk

Catlin Underwriting Agencies Limited - Registered Office 20 Gracechurch Street, London, EC3V 0BG. Registered in England - Company Number 1815126

Hepburns Insurance broking, insurance and risk & captive management activities are authorised, regulated and/or licensed as appropriate, in Jersey by the Jersey Financial Services Commission, in Guernsey by the Guernsey Financial Services Commission and in the United Kingdom by the Financial Conduct Authority, Register No. 313541.

How to Make a Claim

Please contact **Our** approved Claims Handling Team at Broadspires as soon as practicably possible. Contact details are below:

By phone:

01908 302062

By email:

Hepburns@broadspiretpa.co.uk

When notifying a claim, please provide **Your** name, policy number (shown on **Your Schedule**) and full details of the loss or **Damage**. There are a number of claims conditions that operate, please refer to “What You Must Do” below which explains **Your** duties in the event of a claim. In any circumstances, **You** should respond as if **You** are uninsured and act to protect, avert or minimise **Your** loss.

What You Must Do

If in relation to any claim **You** have failed to fulfil any of the following conditions it may impact **Your** ability to claim under this insurance.

1. **You** must provide written notice to **Us** as soon as practicably possible if **You** have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of **Excess** and pass to **Us** as soon as practicable upon receipt every letter claim writ summons and process in connection with any claim
2. **You** must notify the police as soon as practicably possible of **Damage** caused by malicious persons or thieves
3. **You** at **Your** expense must provide **Us** with a written claim containing as much information as possible of the **Damage** or **Injury** including the amount of the claim within
 - a) 30 days of **Your** becoming aware of the event or occurrence
 - b) 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons
or such further time that **We** may allow
4. **You** must provide **Us** with all information and help **We** require in respect of the claim
5. **You** must pass to **Us** unanswered as soon as practicably possible all communications from third parties in relation to any event which may result in a claim under this insurance
6. **You** do not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this insurance without **Our** written agreement
7. **You** will carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the **Business** and to prevent further **Damage** or **Injury**
8. **We** will be entitled at any time and at **Our** discretion if **Damage** occurs which may lead to a claim to

- a) enter or take possession of the building or **Premises**
 - b) take possession of or require to be delivered to **Us Property** insured which **We** will deal with in a reasonable manner
 - c) take over and conduct in **Your** name the defence or settlement of any claim or to prosecute any claim in **Your** name for **Your** benefit and have full discretion in the conduct of any proceedings and in the settlement of any claim without incurring liability or reducing **Our** rights
9. **We** will not pay for loss destruction or **Damage** or provide cover under Legal Liabilities Section if **You** or anyone acting on **Your** behalf
- a) do not comply with **Our** requirements
 - b) hinder or obstruct **Us**
- You** are not entitled to abandon **Property** to **Us**

How to Make a Complaint

If **You** have any questions or concerns about **Your** contract of insurance or the handling of a claim **You** should, in the first instance, contact **Hepburns Insurance**.

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

Complaints Manager
 Catlin Underwriting Agencies Limited
 20 Gracechurch Street
 London
 EC3V 0BG

E-mail: xlcatlinukcomplaints@xlcatlin.com
 Telephone Number: +44 (0) 20 7743 8487

If **You** remain dissatisfied after **We** have considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How **We** Can Help" available at www.lloyds.com/complaints and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints
 One Lime Street
 London
 EC3M 7HA

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time Catlin Underwriting Agencies Limited and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
 London
 E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

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

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Underwriting Agencies Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

Making a complaint does not affect **You** right to take legal action.

Data Protection

You should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998 or the equivalent in Jersey, Guernsey and the Isle of Man, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Information You Have Given Us

In deciding to accept this insurance 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 insurance 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 insurance as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this insurance 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** thirty (30) days' notice that **We** are terminating this insurance; or
- (2) give **You** notice that **We** will treat this insurance and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this insurance

If this insurance is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

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 **Insurance** 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 **Insurance** (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.

Change in Circumstances

You must tell **Us** as soon as practicably possible if **You** become aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

Some example of these changes are:

1. there has been any material change to the risk after the commencement of this insurance whereby the risk of **Damage** or **Injury** is increased or
2. **Your** interest ceases (unless the cessation is brought about by will or operation of law)
3. the **Business** does any of the following
 - a) making a composition or arrangement with creditors
 - b) have a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
 - c) have an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
 - d) have a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator receiver or receiver and manager of the **Business** or undertaking duly appointed
 - e) have an administrative receiver as defined in the Insolvency Act 1986 appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any **Property** comprised in or subject to the floating charge unless agreed by **Us** in writing

When **We** are notified of a change **We** will tell **You** if this affects **Your** insurance. For example **We** may cancel **Your** insurance in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** insurance 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.

Sanctions

We shall not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Cancellation and Cooling-Off Period

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

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

- (i) the date **You** receive this insurance; 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 insurance after the cooling-off period by notifying **Us** in writing, by email or by telephone. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the insurance has been in force 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 insurance, 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 insurance has been in force unless **You** have made a claim in which case the full annual premium is due.

Choice of Law

The parties are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary this insurance shall be governed by:

- by Jersey Law, Guernsey Law and Isle of Man Law for risks in the Bailiwick of Jersey, Bailiwick of Guernsey or the Isle of Man respectively.
- English Law for risks situated in the United Kingdom, unless otherwise agreed by **Us** and evidenced in writing and subject to the exclusive jurisdiction of the courts of England and Wales.

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

Accessibility

Upon request **We** can provide Braille, audio or large print versions of the insurance and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **Your** broker through whom this insurance was arranged.

Third Party Rights

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

General Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your** insurance in bold.

Each Section contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

Business	The Business described in the Statement of Fact and specified in the Schedule
Damage	Accidental loss destruction or damage
Employee	Any person working under Your control in connection with the Business who is <ol style="list-style-type: none">1. under a contract of service or apprenticeship with You2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You3. a labour master or person supplied by him4. a person engaged by a labour only sub-contractor5. a self-employed person working on a labour only basis6. a driver or operator of hired-in plant7. a trainee or person undergoing work experience8. a voluntary helper9. a person working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation10. at Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business
Endorsement	A change in the terms and conditions of this insurance agreed by Us and attached to this insurance
Excess	The first amount of each and every claim for which You shall be responsible as shown in the Schedule
Hacking	unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not
Hepburns Insurance	Hepburns Insurance Limited
Injury	Bodily Injury including death illness or disease
Limit of Liability	The Limit of Liability stated in the Schedule
Money	Current coin bank and currency notes postal and Money orders bankers drafts cheques and giro cheques crossed warrants bills of exchange and securities for Money postage revenue national insurance and holiday with pay stamps national insurance and holiday with pay cards national savings certificates war bonds premium savings bonds and franking machine impression credit company sales vouchers luncheon vouchers trading stamps and VAT invoices
Period of Insurance	The period shown in the Schedule for which We accept Your Premium
Person-Insured	You or any of Your partners directors or Employees
Premises	The buildings and the land within the boundaries belonging to them at the address or addresses specified in the Statement of Fact and described in the Schedule
Property	Material Property
Schedule	The Schedule for the time being in force detailing the cover provided
Statement of Fact	This is a record of the information that You provided to Hepburns about You and Your Business upon which upon which We have used to set the terms, conditions and premium.
Sum Insured	The Sum Insured as stated in the Schedule
Vacant or Disused	The Premises or any part thereof that have become unoccupied untenanted or which have not been actively used for a period of more than forty-five (45) days or is no longer in active use and is awaiting refurbishment redevelopment renovation or demolition
Virus or Similar Mechanism	Program code programming instruction or any set of instructions intentionally constructed with the ability to Damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

We/Us/Our	Catlin Underwriting Agencies Limited
You/Your	The person(s) or Company shown in the Schedule .

General Conditions

Each Section of this document contains conditions and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated

Underinsurance

Where a **Sum Insured** is subject to underinsurance if at the time of the **Damage** the **Sum Insured** is less than the total value of the **Property You** will be considered as **Your** own insurer for the difference and bear a proportionate share of the loss.

Basis of Claims Settlement for Property

Unless stated otherwise in the **Schedule** the basis of settlement under this insurance shall be:

1. Provided at the time of **Damage** the **Sum Insured** on **Contents** is at least equal to the cost of replacing all the **Contents** as new **We** will at **Our** opinion
 - a) Pay the cost of repairing
 - b) Pay the cost of replacing as new with an item of similar quality
 - c) Replace as new with an item of similar quality
 or
 - d) Make a cash payment for any items of **Contents** lost or damaged
2. If the **Sum Insured** at the time of the **Damage** is not as described above or **You** do not intend to repair or replace, **We** may make a deduction for wear and tear (for example a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, **Damage** by exposure to the light, lack of maintenance or **Damage** which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring and clothing) or betterment on all items lost or damaged
3. If at the time of **Damage** the **Sum Insured** on **Contents** is less than the value of the **Contents** the **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

Other Insurance

Applicable to the Legal Liabilities Section

1. If the insurance provided by these sections is also covered by another insurance (or would but for the existence of these sections) **We** will only cover **You** in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected

Applicable to all other Sections

2. Where any loss destruction **Damage** or liability covered by this insurance is also covered by another insurance (or would be but for the existence of this insurance) **We** will only pay a rateable share of the loss.
4. If the other insurance is subject to a condition of underinsurance and this insurance is not, this insurance will be become subject to the same condition of underinsurance.
5. If the **Property** insured covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment **We** make will be limited to the proportion of loss destruction or **Damage** as the **Sum Insured** bears to the value of the **Property**

Discharge of Liability

We may at any time pay

1. the **Limit of Liability** or
2. the **Sum Insured** or
3. a smaller amount for which a claim can be settled after deduction of any sum already paid **We** will not make any further payments except for **Costs and Expenses** incurred prior to the payment of the claim

Index Linking

Whenever a **Sum Insured** is declared to be subject to Index Linking it is adjusted at monthly intervals as follows

1. in respect of Buildings Landlords Fixtures and Fittings internal decorations shop fronts and tenants improvements in accordance with the percentage change in the General Building Cost Information Service of the Royal Institution of Chartered Surveyors or the equivalent in Jersey, Guernsey and the Isle of Man
2. in respect of Stock in trade and Loss of Rent in accordance with the percentage change in the Producer Price Index for Home Sales of Manufactured Products or the equivalent in Jersey, Guernsey and the Isle of Man
3. in respect of all other Contents other than Stock in trade in accordance with the Producer Price Index for Home Sales of Manufactured Products or the equivalent in Jersey, Guernsey and the Isle of Man

At each renewal the premium will be adjusted to apply to the **Sum Insured** which then pertains and **We** waive all rights to additional premium arising solely out of such index adjustments prior to renewal

Interest Clause

The interests of third parties which **You** are required to include on this insurance under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as practicably possible.

Reasonable Care

If in relation to any claim **You** have failed to fulfil any of the following conditions it may impact **Your** ability to make a claim under this insurance.

You must

1. take all precautions to prevent or minimise any circumstance or to cease any activity which may cause accident **Damage** or **Injury**
2. maintain the **Premises** machinery plant and equipment and furnishings in a good state of repair
3. exercise care in the selection and supervision of **Employees**
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of **Property** and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

In the event of breach of this term, **We** shall have no liability under this insurance, unless **You** shows 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.

Reinstatement

When **We** decide or are required to reinstate or replace any **Property** **You** will at **Your** expense provide

1. plans
 2. documents
 3. books
 4. information
- which **We** require

We will not be obliged to reinstate **Property** exactly but only in a satisfactory manner as circumstances allow. The maximum amount **We** will pay in respect of one item is the **Sum Insured**

Subrogation

Anyone making a claim under this insurance must at **Our** request and expense do everything **We** require to

1. enforce a right or remedy or
2. obtain relief or indemnity

from other parties to which **We** will become entitled or subrogated because of payment for or making good accident **Damage** or **Injury**. **We** may require **You** to carry out such actions before or after **We** make any admission of or payment of a claim.

Unoccupancy

Whenever a building or portion of a building becomes **Vacant or Disused** **We** shall not be liable for **Damage** caused other than by the special contingencies of fire, lightning, explosion and aircraft.

If in relation to any claim for **Damage** in respect of any **Vacant or Disused** buildings **You** have failed to fulfil any of the following conditions it may impact **Your** ability to make a claim under this insurance.

You must

1. tell **Us** as soon as practicably possible if any building or part of any building becomes **Vacant or Disused**
We shall have the right to amend the terms and conditions of the insurance and **You** must action any risk improvement measures that **We** require within the agreed timescales and pay any additional premium if required.
2. ensure all services are 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 (and wherever possible chain and padlock the isolation valves).
3. **You** must at **Our** request provide any bills for any utilities being supplied to the **Premises** at the time of any **Damage** resulting from escape of water for verification by **Us**
4. carry out at least weekly internal and external inspections of the **Premises** and
 - a) maintain a weekly log of such inspections
 - b) as soon as possible repair or arrange to be repaired any defects found
5. ensure that the **Premises** are adequately secured against unauthorised entry including the sealing of any letterboxes and openings
6. remove any accumulations of combustible materials such as junk mail and newspapers during each inspection of the **Premises**
7. advise **Us** as soon as practicably possible if the buildings are to be occupied by contractors for renovation alteration or conversion purposes or if the buildings are to become occupied or used

General Exclusions – What is not Covered

Each Section of this insurance contains exclusions which must be read in conjunction with the following General Exclusions which apply to all Sections unless otherwise stated.

This insurance does not cover:

Computer Virus and Hacking

1. **Damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your Property** or not where such **Damage** is caused by **Virus or Similar Mechanism or Hacking**
2. financial loss any way involving, caused by or arising from **Virus or Similar Mechanism or Hacking** but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this insurance and which results from fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikes labour disturbances malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) storm flood escape of water or oil from any tank apparatus or pipe impact by any vehicle or animal

Date Recognition (Not applicable to Employers Liability Section)

Damage accident or liability any way involving, caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether **Your Property** or not and whether occurring before during or after the year 2000

1. correctly to recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of **Property Damage** Equipment Breakdown Loss of Rental Income Sections this General Exclusion shall not exclude subsequent **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft, or impact by any vehicle or animal

Nuclear Risks

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature any way involving, caused by or contributed to by or arising from;

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Subject to cover under the Employers Liability **Section** as far as concerns **Injury** caused to any of **Your Employees** if such **Injury** arises out of and in the course of employment or engagement of such person by **You** this General Exclusion shall only apply

- a) in respect of liability of any Principal
- b) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement

Pollution and Contamination (Applicable to Property Damage and Loss of Rental Income Sections)

Damage or Loss of Rental Income caused by or arising from pollution or contamination except (unless otherwise excluded)

Damage to the **Property** Insured caused by

1. pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, malicious persons other than thieves, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage, or impact by any vehicle or animal.
2. any of the Contingencies in (1) above which itself results from pollution or contamination

Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism (Applicable to Property Damage and Loss of Rental Income Sections)

Despite any provision to the contrary within this insurance or any **Endorsement** attached it is agreed that this insurance excludes loss, **Damage**, cost or expense of whatsoever nature any way involving, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, **Damage**, cost or expense of whatsoever nature any way involving caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

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

War and Civil War

Despite anything to the contrary contained within this insurance, **We** do not cover Loss or **Damage** any way involving, occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage to Property** by or under the order of any government or public or local authority.

Property Damage Section

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the insurance document

Excess/Excesses	shall mean the amount or amounts shown in the insurance document or the Schedule which We will deduct from each and every claim at each separate location and will be deducted after the application of Underinsurance. You will repay any such amount paid by Us .
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Landslip	Downward movement of sloping ground.
Property Insured	Property Insured as detailed in the Schedule
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within ten years of construction
Subsidence	Downward movement of the ground beneath the buildings other than by Settlement
Valuables	Articles made of precious metal, jewellery, furs, watches, photographic equipment, pictures works of art, collections of coins medals or stamps

Property Insured

Contents comprising of;

Furniture furnishings fixtures fittings stock in trade potted plants trees and shrubs statues garden furniture contents of fuel tanks video audio building management systems and security equipment and other similar **Property** belonging to **You** and for which **You** are responsible at the **Premises** up to the limit stated in the **Schedule** but excluding

1. curios works of art antiques sculptures or rare books
2. **Valuables**
3. **Property** more specifically insured

Cover

We will cover **You** in respect of **Damage** to **Property** insured occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Contingencies as they appear in the **Schedule** subject also to the **Excess as stated in the Schedule**.

The **Sum Insured** under each item other than for items solely applying to;

- fees
- removal of debris
- rent
- private dwelling houses
- churches or
- buildings in course of erection

is separately subject to Underinsurance.

Limit of Liability

The maximum **We** will pay under this Section in any one **Period of Insurance** will not exceed

1. the **Sum Insured** on each item or
2. the total **Sum Insured** or
3. any other maximum amount payable or **Limit of Liability** specified in the **Schedule**

Standard Contingencies

Fire

But **We** will not cover **You** for **Damage**

1. caused by explosion resulting from fire
2. caused by earthquake or subterranean fire
3. to that portion of any item caused by its own self ignition leakage of electricity short circuiting or over running
4. caused by

- a) its own spontaneous fermentation or heating
- b) its undergoing any heating process or involving the application of heat

Lightning

Explosion

But **We** will not cover **You** for **Damage**

- 1. caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only.
- 2. to any vessel machine or apparatus or its contents resulting from explosion but this shall not exclude **Damage** caused by explosion of any boiler or gas appliance used for domestic purposes only.

Aircraft

and /or other aerial devices and/or articles dropped from them.

Riot Civil Commotion

Strikers, locked-out workers, persons taking part in labour disturbances, or malicious persons acting on behalf of or in connection with any political organisation

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

- 1. arising from the cessation of work
- 2. arising from confiscation or destruction or requisition by order of the Government or any public authority
- 3. by fire caused by strikers, locked-out workers, or persons taking part in labour disturbances or malicious persons

Malicious Persons

not acting on behalf of or in connection with any political organisation but only where Standard Contingency Riot Civil Commotion is also insured by this Section

Earthquake and or Subterranean Fire

Theft or attempted theft

But **We** will not cover **You** for

- 1. dishonest or fraudulent action by **You Your** partners directors or **Employees** or any person lawfully on the **Premises**
- 2. jewellery precious metals stones or articles composed from them **Money** works of art curiosities rare books bullion or furs except where specifically mentioned in the **Schedule** as being insured

Storm and falling trees

But **We** will not cover **You** for **Damage**

- 1. attributable solely to change in the water table level
- 2. caused by
 - a) **Subsidence Heave** or **Landslip**
 - b) inundation from the sea whether resulting from Storm tempest or otherwise
 - c) frost
 - d) escape of water from the normal confines or any natural or artificial water course lake reservoir canal or dam
 - e) felling lopping pruning of trees
- 3. to fences gates and moveable **Property** in the open or in open sided Buildings

Flood

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

- 1. caused by
 - a) Storm or tempest
 - b) **Subsidence Heave** or **Landslip**
 - c) frost
 - d) by escape of water from any tank apparatus or pipe
 - e) felling lopping or pruning of trees
- 2. attributable solely to change in the water table level
- 3. to fences gates and moveable **Property** in the open or in open sided Buildings

Escape of Water

from any tank apparatus pipe or escape of fuel from any fixed oil heating installation

We will not cover **You** for **Damage** caused by water discharged or leaking from an automatic sprinkler installation

Impact

by any animal or road vehicle or by goods falling from them or collapse or breakage of television or radio receiving aerials or satellite dishes

We will not cover **You**

- 1. in respect of the **Excess** stated in the **Schedule** if the vehicle or animal is owned by or under the control of
 - a) **You** or any member of **Your** family
 - b) any of **Your Employees**
- 2. in respect of **Damage** to goods being carried

3. for **Damage** arising from the erection dismantling repair or maintenance of any television or radio receiving aerials or satellite dishes

Accidental Escape of Water from any Automatic Sprinkler Installation fitted in the Premises

Subject to the following special conditions

If in relation to any claim for **Damage** by the above Standard Contingency, but only in respect of **Your** responsibility as andlord, **You** have failed to fulfil any of the following Conditions, it may impact **Your** ability to make a claim.

1. **You** must take all practicable steps to prevent frost and other **Damage** to the automatic sprinkler installation(s) and so far as **Your** responsibility extends to maintain the installation(s) including the automatic external alarm in an efficient condition. In the event of any discharge or leakage from such installation(s) **You** must do and permit to be done all things practicable whether by removal or otherwise to save and protect the **Property** insured.
2. When any changes repairs or alterations to the automatic sprinkler installation(s) are proposed **You** must advise **Us** and obtain **Our** agreement to such repairs changes or alterations.
3. **We** must have access to the **Premises** at all reasonable times for the purpose of inspection and **We** will notify **You** of any defects in the construction or condition of the automatic sprinkler installation(s) requiring alteration or repairs. **We** may also suspend the insurance provided by this Contingency until such alterations or repairs be carried out or approved by **Us**

In the event of breach of these terms, **We** shall have no liability under this insurance, 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.

This Contingency does not cover **Damage** to the automatic sprinkler installation(s) other than that caused by water accidentally discharged or leaking from the installation(s) We will not cover **You** in respect of **Damage** caused by;

1. explosion
2. earthquake
3. subterranean
4. fire or heat caused by fire
5. repairs alterations or extensions to the buildings and/or sprinkler installations

Additional Contingencies

Accidental Damage

But **We** will not cover **You** for

1. **Damage** caused by or specifically excluded from any of the Standard Contingencies in this Section
2. **Damage** caused by or consisting of
 - a) inherent and latent defect, gradual deterioration, change in water table level, frost, wear and tear (for example reduction in value through age, natural deterioration, ordinary use, depreciation due to use, **Damage** by exposure to the light, lack of maintenance or **Damage** which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring and clothing) faulty or defective design or materials
 - b) faulty or defective workmanship operational error or omission by **You**, **Your** partners directors or **Employees**, or contracted consultants but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
3. **Damage** caused by or consisting of
 - a) Corrosion rust wet or dry rot shrinkage evaporation loss of Weight dampness dryness marring scratching vermin or insects;
 - b) change in temperature colour flavour texture or finish the action of light or atmosphere;
 - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith;
 - d) mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates;but this shall not exclude
 - i) such **Damage** not otherwise excluded which itself results from a Standard Contingency or any other accidental cause
 - ii) any subsequent **Damage** which itself results from a cause not otherwise excluded
4. **Damage** caused by or consisting of;
 - a) **Settlement**, shrinkage or expansion of foundations walls floors ceilings or roof, **Settlement** or bedding down of new structures or extensions, **Subsidence Heave** or **Landslip**
 - b) unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
 - c) electrical or magnetic disturbance or erasure of electronic recordings
 - d) **You** voluntarily parting with the title or possession of any **Property** or rights to **Property**
 - e) cessation of work
 - f) the solidification of molten material unless such **Damage** is directly caused by any other Standard Contingency that is insured by this Section
5. **Damage** to a Building or structure caused by its own collapse or cracking. However **We** will cover **You** in respect of such **Damage** if it results from a Standard Contingency and is not otherwise excluded
6. **Damage** to
 - a) moveable **Property** in the open by wind rain hail sleet snow flood or dust
 - b) **Property** Insured in transit by air or sea or inland waterway or road
7. **Damage** in respect of

- a) Buildings or structures in course of construction or erection and materials or supplies in connection with all such construction or erection
 - b) vehicles licensed or intended to be licensed for road use including accessories attached or unattached caravans trailers watercraft or aircraft
 - c) livestock growing crops or trees
 - d) jewellery precious stones or precious metals or articles composed of them, bullion, furs, curiosities, rare books, or works of art.
 - e) **Money**, credit cards, or securities of any description
 - f) fixed glass and sanitary ware other than as defined in Buildings unless specifically stated in the **Schedule** and the **Damage** is not otherwise excluded
8. **Damage to Property** resulting from its undergoing
- a) any process of production
 - b) any process of packaging treatment testing commissioning cleaning servicing repair or any other similar process.
- However **We** will indemnify **You** in respect of such **Damage** if it is caused by fire or explosion and is not otherwise excluded

Subsidence Ground Heave or Landslip

But **We** will not cover **You** for **Damage**

1. to forecourts car parks roads pavements swimming pools patios walls gates fences unless such **Property** is specifically insured by this Section and if **Damage** occurs to the building to which such **Property** applies and that building is insured by this Section
2. arising from the **Settlement** or movement of made-up ground or by coastal or river erosion
3. occurring as a result of the construction demolition alteration or structural repair of any Buildings/structures at the **Premises**
4. arising from the normal **Settlement** or bedding down of new structures
5. that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
6. commencing prior to the issue of cover under this insurance

Section Exclusions

The following exclusions apply to this Section

We will not cover **You** for

1. delay loss of market loss of use or loss of any kind unless cover is specified in the **Schedule** and the **Damage** is not otherwise excluded
2. any **Property** more specifically insured by or on behalf of **You**
3. **Damage** to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure

Section Conditions

Automatic Reinstatement of Loss

We shall in the event of **Damage** under this Section automatically reinstate the **Sum Insured** unless there is written notice by **Us** to the contrary provided that

1. **You** undertake to pay the appropriate additional premium
2. **You** shall take all practicable steps to carry out any alterations to the protections of the **Premises** which **We** may require

Designation

In determining the item under which **Property** is insured **We** will accept the designation given in **Your Business** records

Excess

We shall not be liable for the **Excess**.

Index Linking

The Sums Insured by this Section are subject to Index Linking.

Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the **Sum Insured** stated in the **Schedule** for each item plus Index Linking.

Requirements

If in relation to any claim in respect of **Damage** by any insured Contingency **You** have failed to implement any requirement set against that Contingency as detailed to **You** within the timescales specified it may impact **Your** ability to make a claim.

Cover Extensions

Annexes

The **Property** insured of

1. annexes conveniences and external hoists gangways and staircases
2. extensions communicating with any of the buildings within described
3. sub-stations

are insured under the respective items applying to the **Property** insured to which such **Property** is attached or belongs

Damage by Emergency Services

We will cover **You** for the cost of restoring any **Damage** caused to gardens and grounds for which **You** are responsible by the emergency services in attending the **Premises** as a result of the operation of any Contingency insured under this Section up to a maximum of £10,000 in any **Period of Insurance**.

Fire Extinguishing Expenses

We will cover **You** in respect of **Costs and Expenses** incurred in refilling recharging or replacing any

1. portable fire extinguishing appliances
2. local fire suppression system
3. fixed fire suppression system
4. sprinkler installation
5. sprinkler heads

as a result of **Damage** as insured by this Section.

We will not cover **You** in respect of any **Costs and Expenses** recoverable from the maintenance company or fire service.

If in relation to any claim for fire extinguishing expenses **You** have failed to fulfil the following condition it may impact **Your** ability to make a claim.

You must maintain all such equipment in accordance with the manufacturer's instruction which is acceptable to **Us**.

The maximum **We** will pay in respect of any one claim under this extension is £10,000

Gardening Equipment

We will cover **You** in respect of **Damage** to gardening equipment owned by **You** and used in connection with the **Business** at the **Premises**.

The maximum **We** will pay in respect of any one claim is £10,000

Loss of Rent and Alternative Accommodation

We will cover **You** if a residence cannot be lived in or if access to it is denied as a result of **Damage** in respect of

1. loss of rent including ground rent and management charges **You** should have received but have lost
2. the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
3. the cost of accommodation in kennels and/or catteries for dogs and /or cats belonging to any owner or lessee in residence where such pets are not permitted in any alternative accommodation
4. temporary storage of **Your** furniture

The maximum **We** will pay in respect of any one claim is 20% of the **Sum Insured** stated in the **Schedule** in which the residence is Contained.

Other Interests

The interest of parties supplying a **Property** to **You** under a hiring leasing or similar agreement is noted in this insurance the nature and extent of any such interest to be disclosed in the event of **Damage**.

Property Temporarily Removed

We will cover **You** in respect of **Damage** to the **Property** Insured while temporarily removed for

1. cleaning
2. renovation
3. repair

We will not cover **You** for **Property** removed for more than 90 days unless **We** agree a longer period in writing.

The maximum **We** will pay is 10% of the **Sum Insured**.

Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by **You** (including 'self –supply' Value Added Tax where appropriate) which is not subsequently recoverable provided;

1. that
 - a) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the buildings following **Damage** and
 - b) **We** have paid or have agreed to pay for such **Damage**
If any payment by **Us** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of reinstatement or repair any payment under this Cover Extension resulting from that **Damage** will be reduced in like proportion
2. **Your** liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged building

3. where an option to reinstate on another site is exercised **Our** liability under this Cover Extension will not exceed the amount of tax that would have been payable had the building been built on its original site
4. **Our** liability under this Cover Extension will not include amounts payable by **You** as penalties or interest for non-payment or late payment of tax
The following amendments are made to this insurance in respect of this Section Extension only
 - a) for the purposes of any Condition of Underinsurance rebuilding costs will be exclusive of Value Added Tax
 - b) **Our** liability may exceed the **Sum Insured** where such excess is solely in respect of Value Added Tax

Workmen

Workmen are allowed in and about the **Premises** for the purpose of carrying out minor new works or alterations repairs decorations plant installation or general maintenance and the like without prejudice to the terms and conditions of this insurance

Legal Liabilities Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section in bold, they should also be read in conjunction with the General Definitions at the start of the insurance document

Asbestos	Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust
Costs and Expenses	Costs and Expenses shall be deemed to mean <ol style="list-style-type: none"> 1. costs and expenses of claimants for which You are legally liable and which may be the subject of reimbursement under this Section 2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of reimbursement under this Section 3. legal costs and expenses incurred with Our written consent for representation by You at <ol style="list-style-type: none"> a) any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury b) any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section
Compensation	Damages including interest
Event	Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results during the Period of Insurance in Injury or Damage to Property . All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this insurance
Limit of Liability	The limit as specified in the Schedule including all Costs and Expenses In respect of Products Supplied the Limit of Liability will apply to the total of all Events happening in any one Period of Insurance
Offshore	From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform
Product Supplied	Any product or thing including packaging containers instructions and labels sold supplied erected repaired altered treated installed tested serviced or delivered by or through You in the course of the Business within the Territorial Limits
Territorial Limits	<ol style="list-style-type: none"> 1. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore 2. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non-manual Employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in 1. above 3. elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge) to the United States of America or Canada

Property Owners Liability Section Cover

We will cover You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of;

1. accidental Injury to any person
2. accidental loss of or Damage to Property
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water occurring during the Period of Insurance within the Territorial Limits in connection with the Business

Limit of Liability

Our liability for Compensation and Costs and Expenses payable under this Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Liability stated on the Schedule.

Extensions to this Section

The following Section Extensions shall apply subject to all other terms conditions limits and exclusions of this insurance.

Contingent Motor Liability

Despite Exclusion 6. of this Section, We will cover You in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain, Northern Ireland, the Channel

Islands or the Isle of Man provided that this cover shall not apply;

1. in respect of Damage to the vehicle or to any Property conveyed therein;
2. whilst the vehicle is being driven by You or any person with Your general consent, or any one on Your behalf, or anyone who does not hold a valid licence to drive such vehicle
3. in respect of which You are entitled to cover under any other insurance
4. in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

Damage to Leased or Rented Premises

Despite Exclusion 2. of this Section We will cover You in respect of legal liability for loss of or Damage to Premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement
2. the first £500 in respect of any claim caused otherwise than by fire or explosion.

Exclusions to this Section

The following exclusions apply to this Section and should be read in conjunction with the General Exclusions

We will not cover You against legal liability in respect of;

1. Injury to any Employee
2. loss of or Damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. loss or Damage to any Property
 - a) comprising or to be incorporated in the contract works in respect of any contract undertaken by You
 - b) which requires to be insured under the terms of Clause 21.2.1 of Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
4. the costs of remedying any defect or alleged defect in land or Premises sold or disposed of by You or for any reduction in value thereof
5. loss of or Damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose
6. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant
 - a) which is licenced for road use
 - b) for which compulsory motor insurance or security is required
 - c) which is more specifically insuredProvided always that this exclusion will not apply in respect of
 - i) liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
 - ii) the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required
7. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
8. any advice instruction consultancy inspection certification testing treatment design formula or specification performed or provided by You or on Your behalf for a fee under a separate contract or in circumstances where a fee would normally be charged
9. professional services rendered
10. the Excess shown in the Schedule in respect of each and every claim for Damage to Property
11. any liquidated Damages fine or penalty

12. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
13. any **Product Supplied** which is in **Your** custody or control
14. any **Product Supplied** which to **Your** knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort

Exclusions applicable to Legal Liabilities Section

The following exclusions apply to this Section and should be read in conjunction with the General Exclusions.

Asbestos

We will not provide cover in respect of

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any **Property** that has a presence of

Asbestos, Asbestos Dust, or Asbestos Containing Materials.

Except in respect of Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to **Employees.**

Pollution or Contamination (applicable to Property Owners Liability Section)

We will not cover **You** in respect of Pollution or Contamination

1. occurring in the United States of America or Canada or dependency or trust territory
2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at specific moment in time and place during the **Period of Insurance**

All Pollution or Contamination which arises out of one **Event** shall be deemed to have occurred at the time such **Event** takes place.

Our liability for all **Compensation** together with **Costs and Expenses** payable in respect of all Pollution or Contamination which is deemed to have occurred during the **Period of Insurance** will not exceed in the aggregate the **Limit of Liability** shown in the **Schedule** in respect of any **Section** of this Section.

For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b) all loss or **Damage** to Property or **Injury** directly or indirectly caused by such pollution or contamination

Liability under Contract or Agreement

We shall not cover **You** against liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement

Vehicles

We will not provide cover in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation within the European Union