

Residentsline

Roads and Private Estates Insurance




Property Owners Liability Insurance Roads and Private Estates



PART OF **pib Group**

Authorised and Regulated by the Financial Conduct Authority: FRN 305998. Residentsline is a trading name of Residentsline Limited. Registered in England & Wales CRN 3874789. Registered Office: 3rd Floor, St. David's Court, Union Street, Wolverhampton, WV1 3JE.

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About Residentsline

Residentsline Limited is a specialist insurance intermediary who is authorised and regulated by the Financial Conduct Authority; registration number: 305998.

Residentsline specialises in residential flats insurance and roads and private estate insurance. From their experience they have accumulated a wealth of knowledge in relation to this type of insurance. They are the leaders in innovation and Policy design; ensuring the assets and liabilities of the landlord, management company and the leaseholders are protected.

Insurer

This Policy is underwritten by Irwell Insurance Company Limited.

Introduction to Your Policy

This document, which is Your insurance Policy, contains important information to help You understand this insurance and choose the cover You need. No part of this publication, or any variation of it, may be reproduced, stored in a retrieval system or transmitted in any form, or by any means, without prior permission in writing of Residentsline - it is an offence to do so and legal action will be taken.

It is very important that You read this Policy carefully and make sure You are satisfied with this insurance.

What makes up this Policy?

This Policy and the Schedule must be read together as they form Your insurance contract. This Policy sets out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning under Definitions. These specific meanings only apply to these words when they begin with a capital letter.

Important: Sometimes We need to change the wording of Your Policy because the insurance varies depending on a number of factors. We do this by adding what is called an Endorsement: which is issued whenever a change is made to Your Policy.

What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- a. Introduction to Your Policy;
 - i. what makes up this Policy
 - ii. claim notification; what You must do, and what You must not do
 - iii. what reasonable steps can You take to limit or contain any loss or damage
 - iv. cancellation – how Your Policy may be cancelled
 - v. Complaint / Compensation
 - vi. payment of premium
 - vii. duty of fair presentation
 - viii. privacy promise
- b. Property Owners Liability Insurance; Roads and Private Estates;
- c. the relevant Statement of Fact when issued to You;
- d. any Schedule when it is issued to You; and,
- e. any other documents We may give You that vary Our standard terms of cover set out in this document.

These should be read carefully together. It is important that they are kept in a safe place.

Duty of fair presentation

You must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

If, during the Policy period, You become aware that information You have given Us is inaccurate or the information You have provided to Us changes in a manner likely to affect this insurance, You must inform Us as soon as practicable. Changes to the information You have provided may result in an additional premium or Us amending the terms of Your insurance. Notifications must be in writing, by email, or by telephone - see the Policy administration details on page 9.

Renewing Your policy

When We invite renewal of the Policy, Residentsline will endeavour to tell You at least 21 days before the expiry of the Policy the premium and terms and conditions that will apply for the following year.

Before entering into this insurance or renewing this insurance with Us, You are reminded to take appropriate steps to ensure accurate and up-to-date information is given and any alterations to the property, Your circumstances, or changes to Your claims or insurance history, are notified to Us in order that a fair presentation of the risk, as set out in the Insurance Act 2015, is provided.

Cancellation - how Your Policy may be cancelled – sections 1 - 2

14-day cooling off period

If You want to return Your insurance after Your decision to buy it, You may cancel it and receive a full refund. To do this We must receive Your request either in writing, by email, or by telephone - see the Policy administration details on page 9.

This cooling off right does not apply if You have made or notified Us of circumstances which may give rise to a claim. If You have made a claim or notify Us of circumstances which may give rise to a claim, then the premium has to be paid in full. Even after the cooling off period ends You still have cancellation rights; however, We may deduct certain amounts from any refund (see below).

Cancellation by You

You may cancel all or part of this Policy at any time by giving Residentsline fourteen (14) days notice in writing, by email, or by telephone - see the Policy administration details on page 9.

Cancellation by Us

We may cancel all or part of this Policy by giving You thirty (30) days notice of cancellation by registered post to Your last known address.

Refund of premium

Provided this insurance is an annual contract and providing no claim has been made against the Policy, You will be entitled to a refund of premium calculated equal to the unexpired period of this Policy and insurance premium tax.

No refund of premium

If a claim has been submitted or paid, or an incident is notified as likely to give rise to a claim during the Period of Insurance, no refund of the premium will be given.

Claim notification

We recognise that losses can mean disruption to both Your property and Your residents' safety and lifestyle and to minimise the impact of a loss, Our aim is to provide a fast, effective claims service.

Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled.

Should You wish to make a claim You should, as soon as possible, contact

For sections 1 & 2

DWF Claims Management & Adjusting, Redcliff Quay, 120 Redcliff Street, Bristol, BS1 6HU.
Tel: 0344 892 3937 or email to irwell@dwfclaims.com

What You must do

When You wish to make a claim, You must:

- i. provide details of the incident and, if requested, complete the claim form We send You and return it promptly together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- ii. provide written statements if We require it;
- iii. be interviewed about the circumstances of the claim, if We require this;
- iv. allow Us to inspect Your Insured Property and take possession of any damaged item to deal with it in a reasonable way;
- v. provide Us, as soon as possible, with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event;
- vi. comply with all the requirements of this Policy; and,
- vii. give Us all information and assistance that We reasonably require in relation to the claim and any proceedings.

What You must not do

Whatever the circumstances, You must not:

- i. admit guilt or fault (except in court or to the Police);
- ii. offer or negotiate to pay a claim;
- iii. admit or deny liability;
- iv. dispose of any damaged items without first seeking Our approval.

Our approval needed for repairs

You are not authorised to commence repairs without Our approval.

What other reasonable steps can You take to limit or contain any loss or damage:

- ◆ immediately ring the:
 - > fire brigade or emergency service in the case of a fire;
 - > ambulance service if a person is injured, however caused;
 - > police following theft, vandalism or malicious damage;
 - > appropriate utility provider for failure or escape of gas, electricity, water etc.;
- ◆ turn off water supply at the stop cock if a pipe bursts;
- ◆ turn off main tap on the storage system if oil leaks from the central heating system;
- ◆ where appropriate obtain the name and address details of any witnesses to an incident.

Helplines

Policy administration

- Do You need to tell Residentsline about any changes?
- Do You need to discuss Your insurance requirements?
- Contact the Policy handling team - Call 0800 281235 or write to: Residentsline, 3rd Floor, St. David's Court, Union Street, Wolverhampton, WV1 3JE.

Peninsula SafeCheck

As a new customer, in conjunction with the Peninsula Group, We are providing You with a health and safety review of Your business; the review being conducted through video.

The video review enables Peninsula to deliver this review service to You with minimal disruption.

The SafeCheck Consultant engages with You, wherever You are, to carry out Your review.

What does the Video SafeCheck comprise of?

The SafeCheck Consultant connects with **You** via Video technology, which includes a:

H&S Documentation Review
Questions, Advice & Solutions regarding **Your** work activities
Tour of **Your** premises (via live, web streaming technology)

At the conclusion of the review the SafeCheck Consultant will provide **You** with a presentation of the findings.

The Peninsula Group will not share the outcome of any SafeCheck with **Us**.

What are the key stages and outcomes?

Step 1: Making **Your** video appointment, at a time that suits You

Step 2: Peninsula's SafeCheck experts reviewing **Your** pertinent documentation (and any photographs) prior to the appointment

Step 3: Carrying out the SafeCheck, including a presentation of the document review findings and even a remote tour of **Your** workplace

Step 4: Answering Your Health and Safety questions and offering best practice solutions

Step 5: Providing full feedback to You, via the SafeCheck Report.

You can contact the Peninsula SafeCheck team to activate this inclusive benefit and arrange the appointment by calling them directly on 0844 892 2486, or by scanning this QR Code and requesting a call-back:



Who are Peninsula?

Peninsula have been providing professional expertise and services to UK businesses since 1983, initially via employment law and health & safety and over the years expanding the range of services to meet the needs of business owners. Peninsula help UK small and medium sized businesses, taking care of the details with the kind of expertise and professional backup that larger companies take for granted.

Complaints

If Your complaint is about the way a Policy was sold to You

If Your complaint is about the way a Policy was sold to You, please contact the insurance adviser who sold the Policy to You.

If Your complaint is about Your claim

We are committed to providing a high level of service, but if You believe that We have not delivered the service You expected from Us, please let Us know so that We can put things right. If You wish to make a complaint, please contact:

The Complaints Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester
M4 4FB

Email: complaints@irwell.co.uk
Telephone: 0344 892 0164

We will contact You within 3 days of receiving Your complaint to inform You of what action We are taking. We will try to resolve Your complaint within 4 weeks. If it will take Us longer, We will explain why and let You know when You can expect Our final response.

If You are a policyholder in the UK, You may be able to refer the matter to the **Financial Ombudsman Service**. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations; further information is available from:

Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR
Helpline: 0800 0234 567
0044 20 7964 0500 (if outside UK)
Switchboard: 0044 (0) 20 7964 1000
Fax: 0044 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Making a complaint to the Financial Ombudsman Service (FOS) does not affect Your rights under this Policy but if You are not an eligible complainant then the informal complaint process ceases.

Compensation

The insurer named in this Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme

10th Floor

Beaufort House

15 St Botolph Street

London

EC3A 7QU

Tel: 0044 (0) 20 7741 4100

Helpline: 0044 (0) 800 678 1100

Fax: 0044 (0) 20 7741 4101

Website: www.fscs.org.uk

The FSCS opening hours are: Monday to Friday 8:30am to 5:30pm excluding public holidays.

Payment of premium

This Policy will provide insurance as described in the following sections for the Period of Insurance provided the premium and other charges are paid to and accepted by Us on or before the commencement date shown on the Schedule or as otherwise agreed.

The premium is deemed paid and accepted on receipt by Us or the intermediary appointed to place this insurance with Us.

Data Protection

The insurance provided by this Policy is underwritten by Irwell Insurance Company Limited who are registered in England, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. PRA Registration No. 202897.

Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited (the Data Controller) is committed to protecting Your privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that We may collect from You, as well as the ways in which We may process data relating to You and Your company. This notice should be read in conjunction with Our products terms and conditions. The specific company also acting as a data controller of Your personal information will be listed in the Policy documentation we provide to You.

Irwell Insurance Company Limited may process Personal Data in order to arrange Your insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market Our products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, We may use it for the purposes more particularly described below.

Irwell Insurance Company Limited may share Personal Data with Peninsula Business Services Limited (including Your name, telephone number and address). We are sharing Your data to enable Us to fulfil a contractual obligation We have to You. Peninsula Business Services Limited provide and administer SafeCheck and will contact You to provide this service. Peninsula Business Services Limited will not share the outcome of any SafeCheck with Us. If You have any concerns about the way in which Your data is being handled by Us please get in touch:

The Data Protection Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester
M4 4FB

Telephone: 0344 892 0118
Email: data.protection@irwell.co.uk

What personal information do we collect and use?

For the provision of Our products in some circumstances, We may need to obtain and process more sensitive personal information about You and Your company, such as information relating to health, criminal convictions, or civil offence data. We may also process other sensitive personal information including details of Your race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning Your sex life or sexual orientation if relevant to Your Policy or claim.

This information once gathered may form part the underwriting of the Policy or form part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in Our notice.

How long will we keep your data for?

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention Policy. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of Your claim, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

Will your data leave the United Kingdom?

We may store, process or transfer information We collect about You to destinations outside of the United Kingdom ("UK"). Where this happens, We ensure that Your information is treated securely using appropriate safeguards. For example, We would protect any transfer of data to another party with standard contractual clauses (SCCs) built in as part of the contractual obligations in accordance with GDPR legislation.

Property Owners Liability Insurance; Roads and Private Estates

General definitions

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter.

Aggregate

Is the total amount We will pay in any one Period of Insurance for any and all claims.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos including any substance or product containing any asbestos fibres or derivatives.

Authority

Any governmental or statutory authority or other body implementing or enforcing legislation or regulation, including by-laws of any municipal or local authority, or European Union Directive, within the Territorial Limits.

Binding Underwriter

Is the legal entity which We have authorised under contract to underwrite and bind insurance on Our behalf, their details are stated in the Schedule.

Bodily Injury

Bodily injury including physical injury, death, disease or illness (including but not limited to mental anguish or shock).

Business

Business means:

- a. the ownership, maintenance and repair of Your Insured Property and Common Areas;
- b. the provision and management of canteen, sports, social or welfare organisations for the benefit of Employees and fire, security, first aid medical and ambulance services;
- c. the provision of security services for the benefit of the Insured;
- d. private work undertaken with Your prior consent by Employees for any of Your directors or senior officials;
- e. the sponsorship of events or involvement in galas, carnivals, fetes, corporate hospitality or exhibitions happening at Your Premises.

Business Partner

Any person in business with You under the terms of a partnership agreement whether express or implied or under legislation.

Common Area

Common Area means the area at Your Premises to which all residents have access.

Communicable Disease

- 1) Coronavirus being
 - a) Any coronavirus or
 - b) Any disease caused by any coronavirus; or
 - c) Any mutation or variation of any coronavirus or of any disease caused by any coronavirus
- 2) Any other infectious disease in humans which has been determined or declared to:
 - a) Constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time) and/or:
 - b) An outbreak identified as a major health incident in the United Kingdom, for which a scientific Advisory Group for Emergencies has been activated by the Cabinet office Briefing Room

Damage

Physical loss, destruction or damage to tangible property.

Employee

1. Person under a contract of service or apprenticeship with You; and
2. Upon the written confirmation of the first named party stated in the Schedule any person whilst working for You in connection with Your Business who is a:
 - a) person who is hired to or borrowed by You;
 - b) person engaged by You in connection with work experience or training scheme;
 - c) labour master or person supplied by him under Your control or supervision;
 - d) self-employed person working on a labour only basis under Your control or supervision;
 - e) voluntary helper;

Endorsement(s)

Endorsement means a written alteration to the terms, conditions and limitations of this Policy that are shown on and form part of the Schedule.

Excess

Excess means the amount You must pay towards a claim. You will find the amount of any Excess shown on the Schedule.

Flats(s)

Flat(s) means an area shown on a lease as a self-contained unit of residential accommodation or other type of occupancy in Your Insured Property.

Insured

Insured means the person(s) and/or other entity(ies) named on the Schedule.

Insured Property

Insured Property means:

a. Common Area buildings being:

- i. car parks, roads, pavements, drives, pedestrian malls and service areas;
- ii. fixed fuel oil, diesel fuel and liquid petroleum gas tanks;
- iii. outbuildings, garages, carports, patios, terraces, walls, gates and fences;
- iv. authorised satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- v. security lighting, security cameras, other security devices, fire protection devices and signs;
- vi. swimming pools, spas, tennis courts;
- vii. underground and overhead services;
- viii. septic tanks and cess pits;

that You own or have legal responsibility

- at, in or adjacent to Your Premises, or
- temporarily removed elsewhere in the United Kingdom including transit to and from Your Premises.

Common Area buildings does not include aircraft, caravans, trailers, Vehicles, hovercraft and Watercraft including their accessories or spare parts whether fitted or not.

b. Common Area contents being:

- i. furniture, furnishings, household goods, light fittings, internal blinds, curtains;
- ii. carpets (whether fixed or unfixed), floor rugs;
- iii. garden equipment including garden appliances not required to be registered;
- iv. swimming pool or spa covers and accessories;

that You own or have legal responsibility for:

- at, in or adjacent to Your Premises, or
- temporarily removed elsewhere in the United Kingdom including transit to and from Your Premises.

Common Area contents does not include:

- i. aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- ii. livestock, fish, birds or other animals;
- iii. Lessee's Contents and resident's contents and any other personal property of theirs;
- iv. money
- v. plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens

Lessee(s)

Lessee(s) means the person(s) and/or other entity(ies) being the proprietor of the leasehold interest in the Insured Property. Their interest or liability as an occupier of a Flat is not included unless otherwise specifically provided by this Policy.

Lessee's Contents

Lessee's Contents means (but are not limited to):

- a. freestanding appliances such as dryers;
- b. computers, electronic and electrical equipment, garden equipment;
- c. furniture, furnishings, carpets, floor rugs, clothing, personal effects and the like.

Limit of Indemnity

The maximum amount We will pay as stated in the Schedule.

North America

Means the United States of America or Canada or their territories, possessions or protectorates.

Notifiable Asbestos

Asbestos that by the Control of Asbestos Regulations 2012 is required to be handled, removed, stripped out, demolished, stored, transported or disposed of by a Health and Safety Executive (HSE) licensed contractor.

Offshore

From the time of embarkation onto a vessel or aircraft at the point of final departure for conveyance to offshore installations until the time of final disembarkation from a vessel or aircraft from such offshore installations onto land.

Policy

Policy means this document and the Schedule (including any issued in substitution) and any Endorsements attaching to those documents that will be considered part of the legal contract.

Premises

The Buildings and the land inside the boundaries at the risk address(es) stated in the Schedule used for the Business.

Products

Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on Your behalf, in connection with the Business and no longer in Your charge or control.

Schedule

Schedule means the document titled Schedule that includes the name and address of the Insured, the premium and other variables to this standard Policy (including any Endorsement clauses) and is incorporated in this Policy and accepted by the Insured. Schedules (including renewal Schedules) may be re-issued from time to time where each successor overrides the earlier document.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government or martial law but not including Terrorism.

Watercraft

Watercraft means any vessel craft or thing made or intended to float on or in or travel through water.

We, Our, Us, Insurer

We, Our, Us, Insurer means; Irwell Insurance Company Limited.

You, Your, Yours, Insured

You, Your, Yours, Insured means: The Insured named on the Schedule.

General conditions

1. Access

You will allow Us access at reasonable times to examine any property insured.

2. Care and Prevention

You will take all care to prevent accidents and to maintain and keep in proper repair Your Premises plant and everything used in the Business. You will make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

3. Certificate of Employers' Liability Insurance - applicable to section 1

If this section is cancelled, any Certificate of Employers' Liability Insurance will be similarly cancelled from the same date.

4. Change of Risk or Interest

This Policy will cease to be in force if:

1. Your interest in the Business ends, other than by death;
2. the Business is to be wound up or carried on by a liquidator, administrator or receiver or permanently discontinued unless We otherwise agree in writing.

5. Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination - applicable to section 2

Subject to the General Exclusion for Industries Gradual Seepage, Pollution and Contamination, Our total combined maximum liability for seepage, pollution or contamination will be limited to and not exceed the per occurrence Limit of Indemnity stated in the Schedule and will become a combined single aggregate amount (inclusive of all costs and expenses) for the Period of Insurance for this section.

6. Compliance

To the extent that this Policy requires anything to be done or complied with by You, You will provide such proof of compliance as We may reasonably require at Your expense.

Without limiting any of Our other rights, in the event that You breach any term or condition in Your Policy, We may reject or reduce claims to the extent that Our liability under this Policy has been incurred or increased by reason of the breach.

7. Compliance with government guidance regarding working safely during a pandemic - applicable to section 1

You will ensure compliance, as far as reasonably practicable, with the latest government guidance on working safely during a pandemic, including the COVID-19 pandemic, this will include:

- a) completing a suitable and sufficient assessment of the risks in the workplace and reviewing and updating (where required), when government guidance changes.
- b) identifying suitable and sufficient control measures to manage that risk
- c) implement sufficient control measures to manage the risk
- d) providing information and instruction to Employees and those visiting Your Premises.

8. Contracts (Rights of Third Parties) Act 1999

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

9. Cross Liability

If more than one party is named as the Insured, We will treat each party as if a separate Policy had been issued to each Insured provided that Our liability to all parties indemnified will not exceed the total Limit of Indemnity as stated in the Schedule.

10. Data Protection

You should understand that any information You have given Us will be processed by Us in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information We ask You for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in Your Policy.

You have a right of access to, correction of, and, in certain circumstances, erasure of, information that We hold about You. If You would like to exercise either of these rights, You should contact:

The Data Protection Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road, Manchester, M4 4FB

Email: data.protection@irwell.co.uk
Telephone: 0344 892 0118

11. Disputes with Us

- a) If there is a dispute between an You and Us over this Policy, which cannot be resolved through Our internal complaints handling process, You are entitled to seek a resolution through the Financial Ombudsman Service as long as You are eligible to complain.
- b) Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require You or Us to pay the costs.
- c) The arbitrator will be chosen jointly by You and Us. If We are not able to agree on the appointment of the arbitrator with You, the President of the Chartered Institute of Arbitrators will decide.
- d) Nothing in this clause will limit Your right to pursue legal action against Us.

12. Duty of fair presentation - remedies for breach – proposing for this insurance

If You or anyone acting on Your behalf breaches Your duty of fair presentation then Our remedies will be as follows:

- a. if such breach is deliberate or reckless, We may:
 - i. treat this Policy as having been terminated from its inception and refuse to pay any claim; and,
 - ii. retain the premium;
- b. if such breach is not deliberate or reckless and We would not have entered into this Policy but for the breach, We may, by notice to You, treat this Policy as having been terminated from its inception in which case We will return the Premium; and,
- c. in all other cases if, but for the said breach, We would have entered into this Policy but:
 - i. on different terms (other than terms relating to the premium), We may require that this Policy is treated as if it had been entered into on those different terms from the outset; or
 - ii. would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, We will pay only X% of what We would otherwise have been required to pay, where $X = (\text{premium actually charged}/\text{higher premium}) \times 100$.

13. Duty of fair presentation - remedies for breach – variation

If You or anyone acting on Your behalf breaches Your duty of fair presentation in relation to a variation of this Policy, Our remedies will be as follows:

- a. if such breach is deliberate or reckless, We may:
 - i. by notice to You treat this Policy as having been terminated from the time when the variation was concluded; and,
 - ii. retain the premium;
- b. if such breach is not deliberate or reckless, and We would not have entered into the variation but for the breach, We may treat this Policy as if the variation was never made, in which case We will return any additional premium relating to the variation; and
- c. in all other cases if, but for the said breach, We would have entered into the variation but:
 - i. on different terms (other than terms relating to the premium), We may require that the variation is treated as if it had been entered into on those different terms;

- ii. would have increased the premium by more than it did or at all, We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We will pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$; or
- iii. would not have reduced the premium by as much as it did or at all, We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We will pay only X% of what We would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

14. Excess - applicable to section 2

Before We cover You under this section, You will be responsible for any Excess.

15. Inspection and Audit

We will be permitted to inspect the Premises and the means of storing or recording Your books and records and to examine and audit Your books and records at any time during the Period of Insurance, any extension of the Period of Insurance and within three (3) years after the final termination of this Policy, as far as they relate to the premium basis or the subject matter of this insurance, and to verify any statements of accounts receivable submitted by You and the amount of accounts receivable on which We have made any settlement.

16. Other Insurance

Subject to General Exclusions Clause 11 (Other Insurance), if at the time of any claim made under this Policy there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this Policy, the insurance provided by this Policy will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

You will on request provide Us with copies of the terms of any other insurance to which this condition or General Exclusions Clause 11 (Other Insurance) may apply.

17. Personal protective equipment for employees and provision of work equipment - applicable to section 1

- a) You will ensure compliance with the requirements of the Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER) or any subsequent legislation amending or replacing such Regulations; and
- b) You must hold for Our inspection for a period of not less than five (5) years a copy of up to date records regarding the issue, maintenance and any other information which needs to be recorded in compliance with Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER).

18. Premium Adjustment

If any part of the premium is based on estimates provided by You, You will keep an accurate record containing all relevant information and will at any time allow Us to inspect such record. You will within ninety (90) days after the expiry of each Period of Insurance furnish Us the relevant information, including but not limited to wage roll and turnover, as We may require.

The premium will then be adjusted and the difference paid by or allowed to You, subject to any minimum premium required, within thirty (30) days of receipt of Our adjusted premium calculations.

We reserve the right to request You to supply an auditor's certificate attesting to the accuracy of any information furnished to Us.

Where such estimates include remuneration to Employees, the required declaration will also include remuneration to all persons defined as Employees by this Policy.

Your failure to declare such relevant information to Us, will entitle Us to assess Our own estimate(s) if We so wish and calculate any further premium payment, which will become payable by You.

19. Provisions of Compulsory Law - applicable to section 1

The indemnity provided by this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to Employees within the Territorial Limits but You agree to repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

20. Reasonable Precautions

You will:

1. take all reasonable precautions to prevent any event which may give rise to a claim under this Policy;
2. take all reasonable precautions to comply with all statutory requirements and regulations imposed by any Authority.

21. Sanctions

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

22. Survey Requirements

You will comply with all requirements which We may specify following any survey We commission in relation to Your Business within the time limits specified by Us and remain in compliance thereafter throughout the Period of Insurance and any subsequent Period of Insurance.

23. Tracing office database - applicable to section 1

Where We provide an indemnity under the Employers' Liability (Compulsory Insurance) Regulations 1998, We are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. We support and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that You supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to Us at inception of this Policy and promptly thereafter following acquisition or disposal of any subsidiary company.

General exclusions

The following exclusions apply to this Policy and will keep the same meaning wherever they appear unless an alternative is stated to apply. They operate only as exclusions of cover and do not extend the cover provided by this Policy in any way. These Exclusions operate in addition to the section exclusions unless stated expressly not to apply.

The following General exclusions numbered 1, 3, 4, 5, 6, 7, 9, 11 and 12 will not apply to section 1 (Employers' Liability) of the Policy.

1. Asbestos Exclusion

This Policy does not cover legal liability arising from or contributed to by:

- a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, products or materials containing Asbestos;
- b) inhalation or ingestion of Asbestos;
- c) exposure to or fear of the consequences of exposure to Asbestos;
- d) the presence of Asbestos in any property or buildings or on land;
- e) investigating managing removing controlling or remediation of Asbestos.

2. Biological or Chemical Materials Exclusion

This Policy does not cover legal liability arising from, relating to or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

3. Communicable Disease Exclusion

This Policy does not cover legal liability in respect of any claim for damages in respect of Bodily Injury or Damage arising directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

4. Confiscation Requisition Exclusion

This Policy does not cover legal liability arising from delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

5. Cyber Exclusion

This Policy does not cover legal liability arising from:

- a) any computer virus, malicious code or other malware which causes the malfunction of or prevents access by You or any external party to any Computer System used in connection with Your Business;
- b) the onward transmission of any computer virus or other malware to any external party who uses Your website or has authorised connection to Your Computer System;
- c) the denial of access or use by You or any authorised party to Your Computer System;
- d) the content of Your website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
- e) the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- f) actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
- g) defamation, libel, slander or malicious falsehood;
- h) any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;

- i) the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which You obtained through the internet or extranet or website and hold in Your possession.
- j) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including data that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System, including any amount pertaining to the value of such data, nor will it be considered as physical loss or damage for the purposes of this exclusion;
- k) unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System;
- l) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System;
- m) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Definitions applicable to this Exclusion:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

6. Industries Gradual Seepage, Pollution and Contamination Exclusion

This Policy does not cover legal liability arising from:

- a) Bodily Injury or Damage to, or loss of use of property caused by seepage, pollution or contamination. This paragraph a) will not apply to liability for Bodily Injury or Damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the Territorial Limits during the Period of Insurance;
- b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the Territorial Limits during the Period of Insurance;
- c) Fines, penalties, punitive or exemplary damages associated with a) or b) above.

For the purpose of this exclusion polluting or contaminating substances include but are not limited to, smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

7. Insolvency Exclusion

This Policy does not cover legal liability arising out of or contributed to by Your bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

8. Material Change of Insured Risks

This Policy does not cover legal liability arising from or connected to a material change to You, Your Business or the risks insured, as compared to the situation which applied at the inception of this Policy, unless covered by an express extension or Endorsement to the Policy.

9. North America Domiciled and Jurisdiction Exclusion

This Policy does not cover legal liability arising out of domiciled operations in North America, or in respect of any claim which is made within the legal jurisdiction of North America other than to the extent cover is provided under extension 10 Overseas Business and Personal Liability of section 2 - Public Liability.

10. Offshore Installations Exclusion

This Policy does not cover legal liability arising out of offshore installations as defined in the Health and Safety at Work etc. Act 1974 and the Offshore Installations and Pipeline Works (Management and Administration) Regulations 1995 or any similar legislation, irrespective of whether such installations are located in territorial or international waters.

11. Other Insurance

This Policy does not cover legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this Policy, whether effected by You or by any other person or entity to whom indemnity would otherwise have been payable under this Policy.

12. Punitive and Exemplary Damages Exclusion

This Policy does not cover legal liability for the payment of, fines, penalties, liquidated damages, punitive, aggravated or exemplary damages.

13. Radioactive Contamination Exclusion

This Policy does not cover legal liability resulting or arising from:

- a) ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

14. Terrorism Exclusion

The Policy does not cover legal liability for loss, damage, cost or expense of whatsoever nature, 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.

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 of persons, whether acting alone or on behalf of or in connection with any organisation or government, 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.

We also exclude loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege, on reasonable grounds, that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Policy the burden of proving the contrary will be upon You.

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

15. War Exclusion

This Policy does not cover legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power.

Claims information

a. Your immediate action

As soon as You discover that an Event likely to result in a claim has occurred, You must:

- i. take all reasonable steps to reduce the loss or Damage and to prevent any further loss or Damage;
- ii. inform the police immediately following theft, vandalism or malicious damage.

Important note

It is a condition of Your insurance that You notify Us promptly of any Event or Occurrence which may result in a claim. You may have to contribute towards Your claim if Your notification is late and results in higher costs for Us or harms Our investigation opportunities.

b. How to make a claim

For all claims, You must promptly inform Residentsline by telephone or in writing to:

DWF Claims Management & Adjusting
Redcliff Quay, 120 Redcliff Street, Bristol, BS1 6HU.
Tel: 0344 892 3937 Email: irwell@dwfclaims.com

Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled.

c. What You must do

When You wish to make a claim, You must:

- i. provide details of the incident and, if requested, complete the claim form We send You and return it promptly together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- ii. not dispose of any damaged items without first seeking Our approval;
- iii. provide written statements if We require it;
- iv. be interviewed about the circumstances of the claim, if We require this;
- v. allow Us to inspect Your Insured Property and take possession of any damaged item to deal with it in a reasonable way;
- vi. provide Us, as soon as possible, with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event;
- vii. comply with all the requirements of this Policy; and,
- viii. give Us all information and assistance that We reasonably require in relation to the claim and any proceedings.

d. What You must not do

Whatever the circumstances, You must not:

- i. admit guilt or fault (except in court or to the Police);
- ii. offer or negotiate to pay a claim;
- iii. admit or deny liability;
- iv. dispose of any damaged items without first seeking Our approval.

e. Our approval needed for repairs

You are not authorised to commence repairs without Our approval.

f. Repairs or replacement

We have the right to nominate the repairer or supplier to be used.

g. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the Event or any claim and to do so in Your name.

h. Salvage value

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

i. Contribution

If at the time of claim under sections 1 & 2, there is any other valid and collectible insurance available to You, other than insurance arranged by You that is specifically stated to be in excess of sections 1 - 2, and names the insurer for the insurance, then the insurance afforded by sections 1 - 2 will be in excess of and will not contribute with such other insurance.

j. False or misleading information

We will not pay for any claim that is deliberately exaggerated or where You or anyone acting for You uses, or attempts to use, fraudulent means to obtain benefits under this Policy. If You or they do, or attempt to:

- a. We will cancel this Policy from the date of the fraudulent act;
- b. We will not refund any premiums;
- c. All benefit under this Policy will be forfeited.

We may inform the police and fraud prevention agencies of the circumstances.

Section 1 - Employers' Liability

Your Schedule will show if this section is covered

What is covered

We will cover You for all sums which You may become legally liable to pay as compensation including claimants costs and expenses in respect of Bodily Injury caused during the Period of Insurance to any Employees arising out of and in the course of their employment by You in the Business within the Territorial Limits.

We will also pay Your costs and expenses incurred with Our prior written consent:

- a) in defence of any claims;
- b) for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this section.

For the purposes of this section (including any applicable Limit of Indemnity) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most We will pay is the Limit of Indemnity as stated in the Schedule for any one occurrence, inclusive of all costs and expenses.

Extensions:

The insurance coverage provided by this section is extended to include the following:

1. Accidental Discovery of Notifiable Asbestos and Work with Non Notifiable Non Licensed Asbestos

Legal liability for Bodily Injury to Employees caused by or arising from Non Notifiable and/or accidental discovery of Notifiable Asbestos or materials suspected to be Notifiable Asbestos when arising from Non Notifiable Non Licensed Asbestos work as permitted by the Control of Asbestos Regulations 2012.

You must ensure that:

- a) all handling, removal, stripping out, demolition, storage, transportation or disposal of that which is suspected to be Notifiable Asbestos ceases immediately upon discovery until the composition of all such materials is established;
- b) any subsequent handling, removal, stripping out, demolition, storage, transportation or disposal of Notifiable Asbestos is carried out by a Health and Safety Executive (HSE) licensed contractor on terms which cover You for all liability arising out of such work;

What is not covered

We will not be liable under this section for:

1. Offshore Exclusion

Bodily Injury to any Employee which arises out of Offshore work other than when specified in the Schedule as operative and only to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of Employees in which case Our total liability to pay damages inclusive of costs and expenses will not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

2. Repatriation Costs Exclusion

- a) any medical costs or medical expenses;
- b) any repatriation costs or repatriation expenses; incurred by any Employee whilst outside the Territorial Limits.

3. Road Traffic Act Exclusion

Bodily Injury to any Employee to the extent that compulsory motor insurance or security is required in Your name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

4. Terrorist Acts Exclusion

Bodily Injury to any Employee which arises out of an act of terrorism except to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of Employees in which case Our total liability to pay damages inclusive of costs and expenses will not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

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 of persons, whether acting alone or on behalf of or in connection with any organisation or government, 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.

Our liability to pay compensation including costs and expenses in respect of any Asbestos will not exceed the minimum statutory limit of five million pounds (GBP 5,000,000) in respect of any one occurrence.

For the purposes of the cover provided by this extension, General exclusions number 1. (Asbestos) will not apply.

2. Court Attendance Costs

We will pay You the daily rates as stated below if any of the following are required to attend court as a witness at Our request:

- a) any of Your directors or Business Partners: daily rate five hundred pounds (GBP500);
- b) any Employee: daily rate two hundred and fifty pounds (GBP250).

3. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the Schedule and with Our written consent We will cover:

- a) any director, partner or Employee of Yours while acting in connection with the Business, provided that You would have been entitled to indemnity under this section if the claim had been made against You;
- b) any officer or member, of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i) such person(s) and additional parties will observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply and will not be entitled to an indemnity under any other insurance.
- ii) We have full conduct and control of the claim.
- iii) Our liability to all parties indemnified under this extension will not exceed the total Limit of Indemnity as stated in the Schedule.

4. Non-Manual Work Overseas and Manual Work in the European Economic Area

Legal liability in respect of Bodily Injury caused outside of the Territorial Limits to Employees ordinarily resident and under a contract of employment or apprenticeship entered into within the Territorial Limits when temporarily engaged in non-manual work elsewhere in the world and manual work whilst within the European Economic Area

geographical limits.

This extension does not provide any coverage:

- a) for Offshore work of any kind.
- b) required to comply with local labour laws or workers compensation act coverage requirements outside of the Territorial Limits.

5. Unsatisfied Court Judgments

We will, at Your request, pay costs and damages to any Employee or their personal representative, which remain unpaid six (6) months after the date a judgment for Bodily Injury to the Employee which was obtained against another party domiciled within the Territorial Limits.

Payment will only be made where:

- a) the Bodily Injury was caused in the course of Your Business and during the Period of Insurance;
- b) the judgment was made in a court within the Territorial Limits;
- c) there is no appeal outstanding to the judgment;
- d) the Employee or their personal representative assigns the judgment debt to Us.

6. Wage Replacement following a RIDDOR reportable incident

The following definitions apply to this extension in addition to those included elsewhere in the policy:

Absence – A continuous period of medically certified absence by an Employee which is solely due to a RIDDOR reportable accident arising out of and in the course of their employment.

Bodily Injury – As defined in the Policy as Injury but not any illness or disease that is gradual in its development or is the result of exposure to Asbestos.

Circumstances – The factual details of a RIDDOR reportable accident in the workplace.

Injured Person – The Employee who has sustained a RIDDOR reportable accident in the workplace and has been selected by the Insured to be the subject of a Wage Replacement Claim request.

Investigation – The preliminary process which is designed to be completed within 14 days of a claim notification and by which We determine whether the Circumstances will give rise to a legal liability.

RIDDOR – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, which puts duties on the Business to report certain serious workplace accidents, occupational diseases and specified dangerous occurrences.

Wage Replacement Claim – A notification from the Insured of a RIDDOR reportable accident in the workplace where a decision has been made by the Insured to contribute to pay Wages to the Injured Person during Absence.

Wages – Payment equivalent to normal pay including overtime and bonus calculated as a monthly average over the preceding twelve-month period.

It is agreed that at the request of the Insured this extension will indemnify the Insured in respect of Wages paid to an Injured Person following Bodily Injury which results in Absence where it is reasonable for the Insured to infer the Circumstances will on balance of probabilities give rise to a legal liability.

Provided always that:

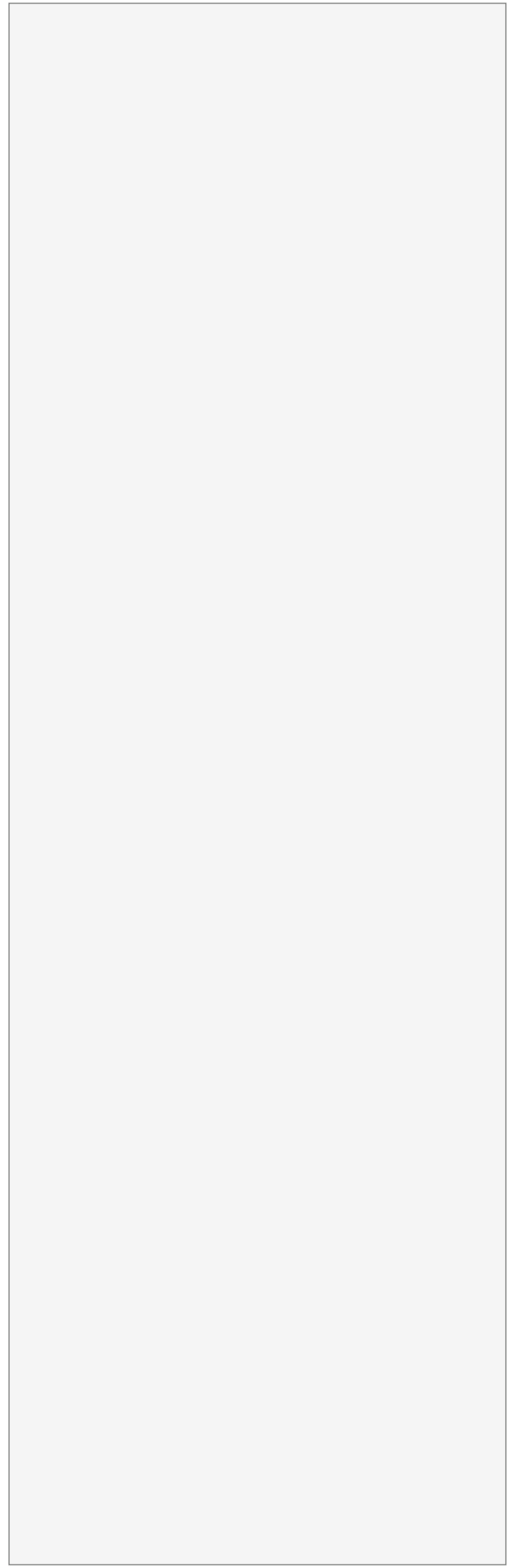
a) The Circumstances are notified as a Wage Replacement Claim within 21 days of knowledge of the incident to:

DWF Claims Management & Adjusting
Redcliff Quay
120 Redcliff Street
Bristol
BS1 6HU

Claims telephone: 0344 892 3937
Email: irwell@dwfclaims.com

- b) Where the Insurer's Investigation deems that on the balance of probabilities a liability will attach to the Insured this extension will indemnify for a maximum period of 52 weeks from the date of commencement of the Absence.
- c) Wages paid by the Insured prior to determination of liability by Us will be limited to a maximum of 28 days Absence where Our subsequent Investigation deems that on the balance of probabilities no liability will attach.
- d) In the event of Absence not exceeding 30 consecutive days the indemnity will be subject to a £750 Excess.
- e) The Insured will assist in providing any reasonable programme of rehabilitation to the Injured Person at Our expense and at Our reasonable request the Insured will discontinue Wages payments should the Injured Person refuse to submit to such a programme without good reason or fails to provide evidence in support of continues Absence.

- f) The Insured will submit a schedule of Wages paid to the Injured Person at 90 day intervals to Us and We will reimburse the Insured upon presentation and approval of a schedule of Wages paid.
- g) We may cease reimbursing Wages under this extension at any stage should:
 - i) Evidence become available indicating that on the balance of probabilities no liability will attach to the Insured
 - ii) The Insured breach any term or condition of this Policy
 - iii) The Insured fail to cooperate with Our reasonable requests
Our intention to cease reimbursing Wages under this extension will be notified to the Insured in writing.
- h) At Our request the Insured will use their best endeavours to obtain a signed medical consent form from the Injured Person in the format prescribed by Us upon completion of the Investigation.
- i) This extension does not apply in respect of Injury sustained by Employees of the Insured whilst working permanently outside Great Britain Northern Ireland the Isle of Man or the Channel Islands.
- j) This extension does not confer any rights to an Employee.
- k) This extension does not apply in respect of any Communicable Disease.



Section 2 - Public Liability

Your Schedule will show if this section is covered

Definitions

The words listed below have been given a specific meaning in this section and these specific meanings apply when the words begin with a capital. In the case of any conflict between the general definitions and a section 2 definition, the definitions in section 2 will prevail.

Vehicle

Any mechanically propelled vehicle (including any attached machinery or apparatus) and trailer being used in circumstances, where compulsory motor insurance or security is required in Your name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

What is covered

We will cover You for all sums which You may become legally liable to pay as compensation including claimants costs and expenses in respect of:

1. accidental Bodily Injury to any person other than an Employee;
2. accidental Damage;
3. accidental trespass, accidental nuisance;
4. charges of wrongful arrest or malicious prosecution brought against You arising out of any allegation of shoplifting at Your Premises;

occurring during the Period of Insurance within the Territorial Limits in connection with the Business.

We will also pay Your costs and expenses incurred with Our prior written consent:

- a) in defence of any claims;
- b) for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this section.

For the purposes of this section (including any applicable Limit of Indemnity) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most We will pay is the Limit of Indemnity as stated in the Schedule for any one occurrence, inclusive of all costs and expenses.

Extensions:

The insurance coverage provided by this section is extended to include the following:

What is not covered

We will not be liable under this section for the following:

1. Aircraft and Watercraft Exclusion

We do not cover legal liability arising from You owning, possessing or using any:

- a) aircraft, drones and other aerial devices;
- b) watercraft or other vessels (other than small vessels of 3 metres or less on inland waterways).

2. Airside & Airport Exclusion

We do not cover legal liability arising in connection with any work undertaken in or on:

- a) aircraft, drones and other aerial devices;
- b) any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access.

3. Contractual Liability Exclusion

We do not cover legal liability assumed by You under a contract or agreement unless such liability would have attached to You in the absence of the contract or agreement.

4. Custody and Control Exclusion

We do not cover legal liability for any property in Your care, custody or control, other than:

- a) Employees' or visitors' personal effects. The maximum We will pay is two thousand five hundred pounds (GBP2,500) in the Aggregate.
- b) Any premises (including contents) not being premises owned leased or rented to You which are temporarily occupied by You for the purpose of carrying out work in or to such premises.

1. Appointed representative

At Your request, We will also indemnify Your appointed representative but only to the extent that legal liability arises from their activities or interest in the management of the Insured Property through lease and or statute.

2. Consumer Protection and Food Safety Acts

At Your request and with Our written consent We will pay the legal expenses incurred by any Business Partner, director or Employee in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a) Part 2 of the Consumer Protection Act 1987; or
- b) Part 2 of the Food Safety Act 1990;

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

We will not pay for:

- i) any legal expenses unless We have the conduct and control of all proceedings and appeals;
- ii) fines or penalties of any kind;
- iii) proceedings or appeals in respect of any deliberate act or omission.

3. Court Attendance Costs

We will pay You the daily rates as stated below if any of the following are required to attend court as a witness at Our request:

- a) any of Your directors or Business Partners: daily rate five hundred pounds (GBP500);
- b) any Employee: daily rate two hundred and fifty pounds (GBP250).

4. Defective Premises Act 1972

We will pay You in respect of Your legal liability incurred by You in connection with Your Business under section 3 of the Defective Premises Act 1972.

This extension will not apply to the cost of rectifying any damage or defect in the Premises or land disposed of.

5. Fertiliser, pesticide, herbicide application

We will pay You all sums (including claimants' costs and expenses) that You become legally liable to pay arising from the application of any fertiliser, pesticide or herbicide to Your building or Common Area.

5. Damage to Owned Leased or Rented Premises Exclusion

We do not cover legal liability for:

- a) Damage to premises (or fixtures and fittings) presently or at any time previously owned leased or rented to You if liability for Damage is assumed by You under a lease or other agreement unless such liability would have attached in the absence of such agreement;
- b) Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or rented to You or otherwise in Your care, custody or control.

6. Damage to Property Worked Upon Exclusion

We do not cover legal liability for Damage to the part of the property or article being worked upon and any consequential loss arising from Damage to the part of the property or article.

7. Defamation Libel and Slander Exclusion

We do not cover legal liability resulting or arising from defamation, libel, slander or malicious falsehood.

8. Defective Workmanship Exclusion

We do not cover legal liability for costs of recall, removal, repair, alteration, replacement, rectifying, reinstatement of property or article worked upon arising from defective or incorrect workmanship by You or anyone working on Your behalf.

9. Fixed exercise and playground equipment

We do not cover:

A) legal liability arising out of or in connection with fixed exercise or playground equipment if You have failed to fulfil the following:

- a) all equipment, devices and facilities, including sand pits and paddling pools
 - i) are manufactured and installed to the appropriate standard and maintained in good condition.
 - ii) are inspected, by a competent person, at least weekly and all defects or risks to health or safety immediately rectified or the equipment, device or facility taken out of use.

6. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the Schedule and with Our written consent

We will cover:

- a) any director, partner or Employee of Yours while acting in connection with the Business, provided that You would have been entitled to indemnity under this section if the claim had been made against You;
- b) any officer or member, of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that:

- i) such person(s) and additional parties will observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply and will not be entitled to an indemnity under any other insurance.
- ii) We have full conduct and control of the claim.
- iii) Our liability to all parties indemnified under this extension will not exceed the total Limit of Indemnity as stated in the Schedule.

7. Indemnity to Principals

We will, at Your request, cover any principal to the extent required by a contract between You and the principal, in respect of legal liability arising solely from the negligent performance of work by You for such principal.

To qualify for indemnity under this extension:

- a) We will retain sole conduct and control of any claim; and
- b) the principal will observe and fulfil the requirements of this Policy, in so far as they can apply.

8. Legionellosis

We will cover you for all sums which You may become legally liable to pay as compensation including claimants costs and expenses in respect of accidental Bodily Injury arising from Legionellosis.

Special provisions applying to this extension
All claims arising out of the same isolated repeated or continuing incidence of Legionellosis will be deemed to be made in the same Period of Insurance when

- b) You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the equipment device or facility and clearly stating any restrictions on its use.
- c) You will determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use.
- B) legal liability arising out of or in connection with the operation of inflatable devices or Skateboard parks.

10. Fungus Toxic Mould and Mildew Exclusion

We do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by mould or fungi) or:

- a) for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or
- b) any obligation or duty to defend any actions arising out of or resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

11. Hazardous Substances Exclusion

We do not cover legal liability for any loss cost or expense arising out of or as a consequence of or related to:

- a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, use of or exposure to respirable crystalline silica (RCS) or polychlorinated biphenyls and any materials or products containing such substances; and
- b) any hazardous materials or substances which are required by any statute to be removed, encapsulated or otherwise abated because they may be hazardous to human health.

12. Injury to Employees Exclusion

We do not cover legal liability in respect of Bodily Injury to any Employee.

- a) The first claim was first made in writing to You and notified to Us

Or

- b) The first notification of any circumstance was first made to Us.

Exclusions applying to this extension

This extension will not apply in respect of:

1. Any Legionellosis which commenced prior to the inception of this Policy.
2. Any loss where there is a more specific insurance policy in place
3. Any liability arising from a circumstance where You or any competent person acting on Your behalf has failed to carry out a Legionella risk assessment at least every two years or when the water system or plant has been changed.

Our total liability under this extension will be limited to a maximum amount of one million pounds (GBP 1,000,000) any one occurrence and in the aggregate. This limit does not increase the Limit of Indemnity.

The Excess applying to this extension is £2,500.

9. Motor Contingent Liability

We will cover You for Your vicarious legal liability arising out of the use in the course of the Business of any Vehicle which is neither Your property, nor provided by You.

This extension of cover will not apply:

- a) for loss, destruction or damage, to such Vehicle or any property contained within it;
- b) whilst You are driving the Vehicle;
- c) to the Vehicle being driven with Your consent by any person who does not hold a licence to drive the Vehicle;
- d) for legal liability arising outside the Territorial Limits;
- e) to the ownership, possession or use by You or on Your behalf of any Vehicle for which compulsory insurance is required by legislation.

10. Overseas Business and Personal Liability

We will cover legal liability arising under any applicable jurisdiction for You, any of Your directors, Business Partners or Employees while temporarily outside of the Territorial Limits in connection with the Business and in a personal capacity provided We are not prohibited from doing so under any local statute or ordinance.

13. Motor Liability Exclusion

We do not cover legal liability arising out of the ownership possession or use by You or on Your behalf of any Vehicle for which compulsory insurance is required by legislation.

14. Products Exclusion

We do not cover legal liability arising out of Products.

15. Professional Advice and Design (for a fee) Exclusion

We do not cover legal liability arising from advice, error, omission in connection with, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by You or on Your behalf for a separate fee or under a separate contract.

16. Swimming pools

We do not cover legal liability;

- a) arising out of or in connection with swimming pool and spa facilities owned and managed by You if you have failed to fulfil the following:
 - i) an adult is in attendance at all times when the facilities are in use by a child or children under 14 years of age
 - ii) the edges of the pool are kept free from unnecessary obstructions
 - iii) notices showing water depths are prominently displayed and life-saving equipment conveniently placed
- b) in respect of:
 - i) loss or damage to clothing
 - ii) claims arising from the use of diving boards

17. Use of Heat Away from your Premises Exclusion

We do not cover legal liability arising from any work by You or on Your behalf away from Your Premises involving the use of heat, naked flame, welding equipment or angle grinders.

This extension of cover will not apply:

- a) to legal liability arising out of the ownership or tenure of any land or building outside of the Territorial Limits;
- b) to North America, except in respect of non-manual work and activities, subject to the following additional limitations:
 - i) excluding legal liability arising from the pollution and contamination of buildings or other structures or of water or land or of the atmosphere caused by the discharge, dispersal, release or escape of pollutants;
 - ii) excluding payment for punitive, aggravated or exemplary damages;
 - iii) the Limit of Indemnity will be inclusive of all costs and expenses.

11. Recreational activities

We will pay You in respect of Your legal liability for Bodily Injury or Damage arising from recreational or social activities arranged for and on behalf of Lessee's and occupiers of Flats.

12. Statutory defence costs including Health and Safety at Work, Etc. Act 1974

We will, with Our prior consent which consent will not be unreasonably withheld, indemnify You in respect of legal Costs and Expenses incurred defending:

- a) any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and/or,
- b) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against You provided that the prosecution or proceedings relate to:
 - i) an offence alleged to have been committed during the Period of Insurance and in the course of Business within the Territorial Limits;
 - ii) Bodily Injury to, or potential Bodily Injury to persons other than Employees; and, We will also pay You:
 - ii) Costs and Expenses of appeal including appeal against improvement and prohibition notices incurred with Our written consent which consent will not be unreasonably withheld;

iv) prosecution costs awarded against You.

The indemnity by this clause excludes and does not cover:

- circumstances where You are entitled to indemnity by any other legal expenses, motor or employment protection policy;
- in respect of allegations of manslaughter, Corporate manslaughter or corporate homicide, any amount in excess of a Limit of Indemnity of £1,000,000 any one claim or series of claims arising out of the same prosecution or proceedings.

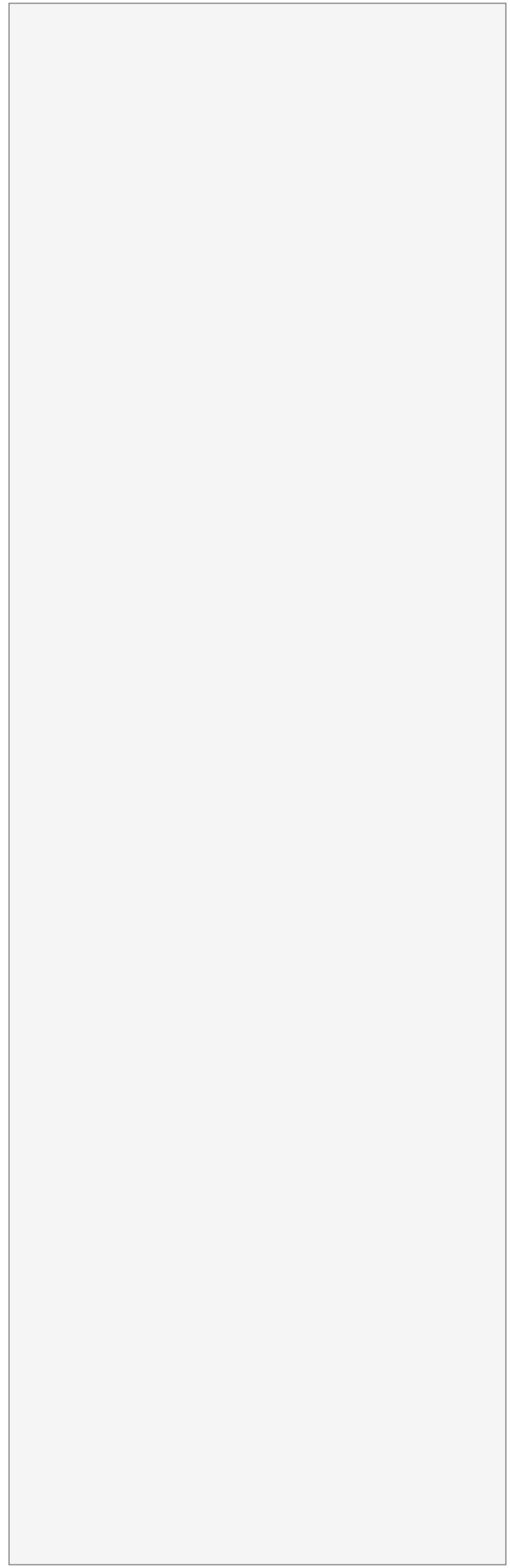
For the avoidance of doubt the under noted statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which defence costs are insured by this clause:

1. Health and Safety at Work, etc. Act 1974, but only sections 2 to 8;
2. Health and Safety at Work (Northern Ireland) Order 1978;
3. The Trade Description Act 1968;
4. Part II of the Consumer Protection Act 1987;
5. Part II of the Food Safety Act 1990.

13. Wheelchairs, garden equipment

We will pay You in respect of Your legal liability for, Bodily Injury or Damage arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in United Kingdom.



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