



POLICY WORDING – JANUARY 2024

LANDOWNERS

WELCOME

to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Landowners Insurance policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the policy **Schedule** and recorded in **Your Statement of Fact**.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact Ashburnham Insurance Services Ltd if **You** have any questions or if **You** wish to make any adjustments.

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INTRODUCTION

About Your Policy

The parts of the policy are:

1. the **Statement of Fact**
2. the **Schedule** which confirms the Sections of cover that are insured and any Endorsement(s)
3. this policy wording which contains:
 - (a) this Introduction, Customer Information and the General Definitions, General Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
 - (b) the Section of cover provided including the Section Definitions, Extensions, Conditions and Exclusions.

Any word or expression given a specific meaning in:

1. the **Schedule**, any policy Endorsement(s), or this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section endorsement(s) shall only have the same meaning throughout such Section or endorsement(s) unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss, **Damage** or liability, or pay other benefits which fall within the operative Section of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs during the **Period of Insurance** and in connection with the **Business**.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and/or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** broker.

CUSTOMER INFORMATION

How to make a Claim

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance Commercial Claims will manage all aspects of the claim for **You** from the time it is reported.

Covéa Insurance Commercial Claims is a service operated 24 hours a day, 365 days a year.

You can notify **Us** of a claim by:

Telephone: **0330 024 2266**

Please quote **Your** policy number CT99 021457063 when contacting **Us**.

Calls may be recorded for training and evidential purposes.

Email:
newcommercialclaims@coveainsurance.co.uk

Post: **Covéa Insurance Commercial Claims, A&B Mills, Dean Clough, Halifax, HX3 5AX**

Staff trained in managing commercial claims will:

- take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form
- take control of the management of **Your** claim from start to finish.

Our aim is to bring **Your** claim to a satisfactory conclusion.

Legal Expenses Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any **Business** legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This service is provided for **Your** benefit by Financial and Legal Insurance Company. To take advantage of this service telephone **0161 603 2203** and quote **Your** policy number shown on **Your** policy **Schedule**.

Counselling Service

This will provide **You** with access to a confidential counselling service available 24 hours a day/365 days a year. The service is provided by Care First in partnership with MSL Legal Expenses Limited.

Care First counsellors are British Association for Counselling and Psychotherapy (BACP) accredited and professionally qualified to a minimum of BACP diploma level. The confidential counselling service can be used to discuss a wide range of concerns. Whether the issue is personal or work related, Care First will be able to assist **You**.

To contact the Counselling Helpline please telephone **0800 197 4515**.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

How to make a Complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases Ashburnham Insurance Services Limited who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Alternatively please contact **Us** using the following details quoting **Your** policy CT99 021457063 or claim number.

Customer Relations, Covéa Insurance, A&B Mills, Dean Clough, Halifax, HX3 5AX

Telephone: **0330 221 0444**

Website: **www.coveainsurance.co.uk**

Email:
customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at **www.coveainsurance.co.uk/complaints**.

CUSTOMER INFORMATION

Financial Ombudsman Service

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

**Financial Ombudsman Service, Exchange Tower,
London E14 9SR**

Telephone: **0800 023 4567**

Website: **www.financial-ombudsman.org.uk**

Email: **complaint.info@financial-ombudsman.org.uk**

Financial Services Compensation Scheme

Covéa Insurance, Ashburnham Insurance Services Limited, MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme. **You/** an Insured Person may be entitled to compensation from the scheme if **We** or Ashburnham Insurance Services Limited or MSL Legal Expenses Limited or Financial & Legal Insurance Company Limited are unable to meet **Our** liabilities under this insurance.

Further information is available from the:

**Financial Services Compensation Scheme, 10th
Floor Beaufort House, 15 St Botolph Street, London,
EC3A 7QU**

Telephone: **020 7741 4100**

Website: **www.fscs.org.uk**

Email: **enquiries@fscs.org.uk**

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc (**We, Us, Our**) and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

CUSTOMER INFORMATION

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

Email: dataprotection@coveainsurance.co.uk

Registration and Regulatory Information

This insurance is provided by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: **A & B Mills, Dean Clough, Halifax, HX3 5AX**. Registered in England and Wales Number 613259.

This policy is arranged for **You** by Ashburnham Insurance Services Limited. Ashburnham Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Registration Number 300777. Registered Office: **80 London Road, Southend-on-Sea, Essex, SS1 1PG**. Registered in England and Wales Number 3106521.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, their Firm Reference Number is 202915.

MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 311676. Registered in England No. 2210857. Registered Office: **Financial and Legal Insurance Company, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW**

You can check the regulatory status of each firm on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register.

GENERAL DEFINITIONS

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

Business

The ownership, repair and maintenance of the **Premises**.

Damage

Accidental loss, destruction or damage.

Employee

Any person working under **Your** control in connection with the **Business** who is:

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or labour only sub-contractor or person supplied by them
4. a self-employed person providing labour only
5. a trainee or person undergoing work experience, training, study or exchange scheme
6. a voluntary helper.

Excess

The amount stated in this policy, the **Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from each and every claim.

Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All Bodily Injury or **Damage** directly or indirectly caused by such pollution or contamination

arising from any **Pollutants**.

Premises

The buildings and the land inside the boundary of the risk address stated in the **Schedule** owned by **You** or for which **You** are legally responsible.

Schedule

The document that specifies **Your** details, the **Premises**, the property insured and any **Excess**, Endorsement(s) and Conditions applicable. The Schedule shows the Sections of the policy that are operative.

Statement of Fact

This is a record of the information that **You** provided to **Us** about **You** and **Your Business** upon which **Your** insurance quotation is based.

Territorial Limits

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

We/Us/Our

Covea Insurance plc.

You/Your/Policyholder

The person(s) or Company named in the **Schedule**.

GENERAL CONDITIONS

The following General Conditions shall apply to all Sections of this policy unless stated otherwise.

1. Alteration in Risk

You or Ashburnham Insurance Services Limited must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 2 (b) Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of £10 plus Insurance Premium Tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first £10 or any difference which is less than £10 plus Insurance Premium Tax, which will be retained to cover administrative costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or;
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

2. Cancellation

(a) Your Rights to Cancel the Policy

You may cancel this policy within 14 days from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the latter, returning the policy document and **Schedule** to Ashburnham Insurance Services Limited. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

In the event of cancellation by **You** after the 14 day period described above, **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

(b) Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

We will give **You** 14 days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

(i) not:

- paying a premium when it is due
- co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
- taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Condition 8. Reasonable Precautions of this policy

and failing to put this right when **We** ask **You** to by sending **You** 7 days written notice to **Your** latest address.

- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

GENERAL CONDITIONS

(iii) not:

- giving **Us** access to **Your Premises** when **We** have asked to carry out a risk survey
- complying with any risk improvements required by **Us** following a survey within the timescales specified.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

- (a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement
- (b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

3. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

4. Contracts (Rights of Third Parties) Act 1999

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

5. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible:

We may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

GENERAL CONDITIONS

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

6. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

7. Other Interests

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage, property lease or hiring leasing or hire purchase agreement are automatically deemed to be covered subject to **You** advising **Us** at the time of notification of any claim.

8. Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise **Damage**, accident or Bodily Injury
- (b) maintain the **Premises**, machinery, equipment and furnishings in a good state of repair
- (c) 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.

9. Sanctions

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.

CLAIMS CONDITIONS

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy.

1. Claims Procedure

It is a condition precedent to **Our** liability that in the event of a claim or possible claim:

- (a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act
- (b) **You** must advise **Us** as soon as reasonably possible
- (c) **You** must not admit or repudiate liability without **Our** written consent
- (d) **You** must inform **Us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **Us** immediately, unacknowledged
- (e) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require
- (f) **You** must take all reasonable steps to mitigate the extent of any **Damage**
- (g) **We** are entitled to enter any building where **Damage** has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

2. Fraudulent Claims

For the purposes of this Condition the definition of '**You / Your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

3. Other Insurances

If **Damage** or liability which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

4. Subrogation

We will be entitled to undertake in **Your** name or on **Your** behalf:

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**.

5. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which You can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

GENERAL EXCLUSIONS

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This policy does not cover:

1. War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
 - (i) **War Government Action or Terrorism**
 - (ii) civil commotion in Northern Ireland
- (b) legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from **War Government Action or Terrorism** except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to war.

Terrorism shall mean:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - (i) involves serious violence against a person
 - (ii) involves serious damage to property
 - (iii) endangers a person's life other than that of the person committing the action

- (iv) creates a serious risk to the health or safety of the public or a section of the public
 - (v) is designed to interfere with or seriously disrupt an electronic system.
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy. **We** will indemnify **You** under Section 1: Property Owners' Liability against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- (a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £2,000,000 or the amount of the Limit of Liability stated in the **Schedule** whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one **Period of Insurance**
- (b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Limit of Liability stated in the **Schedule** whichever is the lower.

2. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter

GENERAL EXCLUSIONS

- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

3. Sonic Bangs

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

4. Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

5. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

6. Mould and Fungus Fungal Pathogens

Any loss cost or expense or legal liability directly or indirectly arising out of or resulting therefrom or any consequential loss in any manner related to **Fungal Pathogens** whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

For the purposes of this Exclusion **Fungal Pathogens** shall mean any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould mildew mycotoxins spores or any biogenic aerosols.

7. Illegal Activities

Damage caused by **You** or any occupants, as a direct or indirect result of any illegal activities.

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Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Death, injury, illness, disease or shock.

Communicable Disease

- (a) Coronavirus being:
 - (i) any coronavirus; or
 - (ii) any disease caused by any coronavirus; or
 - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
 - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
 - (ii) 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.

Compensation

Damages including interest.

Computer System

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

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

- (c) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (d) 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**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters

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- (d) accommodation installation for persons who work on or from the locations specified above.

Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Business** and no longer in **Your** possession or control.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation** and
2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property
- (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- (d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

which arises in connection with the **Business** and which happens during the **Period of Insurance** and within the **Territorial Limits**.

Limit of Liability

Our liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

Our liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Liability stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Liability stated in the **Schedule** shall be

the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

Extensions

The following Extensions apply to this Section.

Contingent Motor Liability

Section Exclusion 2(c) shall not apply to liability arising out of the use of any vehicle in the course of the **Business** anywhere within the **Territorial Limits** provided **We** will not be liable for:

- (a) **Damage** to such vehicle or to goods being carried
- (b) for **Bodily Injury** to any person or loss of property arising while the vehicle is being driven by **You** or by any person who to **Your** knowledge does not hold a licence to drive such vehicle
- (c) in respect of liability more specifically insured under any other insurance.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
 - (i) **Our** liability will not exceed £1,000,000 during any one **Period of Insurance**
 - (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Liability stated in the **Schedule**
 - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out

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of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section

- (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

Court Attendance Compensation

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

- (a) **You**, any director or business partner £500
- (b) any **Employee** £250.

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Liability stated in the **Schedule**.

General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of **Costs and Expenses**.

Defective Premises Act 1972

We will indemnify **You** in respect of liability incurred by **You** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **You**.

We will not be liable:

- (a) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- (b) in respect of liability more specifically insured under any other insurance.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy

SECTION 1: PROPERTY OWNERS' LIABILITY

Indemnity to Other Persons

We will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) the owner of plant hired by **You** but only to the extent of the conditions of hire
- (f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Liability stated in the **Schedule**.

Legionellosis

We will indemnify **You** for claims made during the **Period of Insurance** or within 30 days after the expiry of the **Period of Insurance** arising from the discharge, release or escape of Legionella bacteria from water tanks, water systems, air conditioning plants or cooling towers at the **Premises** provided that:

- (a) the total amount **We** will pay in the aggregate for any one occurrence or series of occurrences will not exceed £1,000,000
- (b) all amounts payable under this Extension will form part of and not be in addition to the Limit of Liability stated in the **Schedule**

It is a condition precedent **Our** liability that **You**:

- (a) comply with the requirements of the Health and Safety Commission Approved Code of Practice "The Prevention and Control of Legionellosis" (including Legionnaires Disease) or any supplementary, replacement or amending Code of Practice
- (b) keep records evidencing compliance for **Our** inspection or produce copies of such records immediately on request.

Libel and Slander

We will indemnify **You** for claims made during the **Period of Insurance** arising from any act of libel or slander committed in good faith by **You** during the **Period of Insurance** in the course of the **Business** provided that **Our** liability will apply solely to **Your** in house publications including websites and trade publications.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Obstructing Vehicles

We will indemnify **You** for liability **You** become legally liable to pay for the movement by **You** or any **Employee** of any motor vehicle which causes an obstruction to the extent of carrying out the **Business** provided that such movement will be limited to the shortest period necessary.

We will not be liable for:

- (a) **Damage** to any motor vehicle or to goods being carried
- (b) liability arising outside the **Territorial Limits**
- (c) any claim for **Bodily Injury** or **Damage** in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation.

Overseas Personal Liability

We will indemnify **You** or at **Your** request any director or partner or any **Employee** or spouse of such person in respect of any amount for which they will be legally liable incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

Provided that this indemnity shall not apply:

- (a) ownership or occupation of land and Buildings
- (b) in respect of liability more specifically insured under any other insurance.

SECTION 1: PROPERTY OWNERS' LIABILITY

Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Liability or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

SECTION 1: PROPERTY OWNERS' LIABILITY

Exclusions

The following exclusions apply to this section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in the **Business**
2. **Bodily Injury** or **Damage** arising from the ownership possession or use by **You** or on **Your** behalf of:
 - (a) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - (b) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - (c) any mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability arising from:
 - (i) the use of plant as a tool of the trade at the **Premises**
 - (ii) in respect of the loading or unloading of such vehicle; or
 - (iii) as insured under the Contingent Motor Liability Extension of this Sectionbut this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle
3. **Damage** to property owned by or leased, hired or rented to **You** other than:
 - (a) personal effects including motor vehicles and their contents belonging to any director partner **Employee** guest or visitor of **Yours**
 - (b) premises temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business**
 - (c) premises (including its fixtures and fittings) leased hired or rented to **You** provided that **We** will not be liable in respect of liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of such agreement
4. a contract unless legal liability would have attached to **You** in the absence of such contract
5. **Products** other than:
 - (a) food or beverages for consumption on the **Premises** by **Your** directors, partners, **Employees** or **visitors**
 - (b) the disposal of furniture and office equipment originally intended solely for use by **You** in connection with the **Business** and which is no longer required for that purpose
6. **Damage** to **Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
7. **Damage** to property which **You** or any of **Your Employees** are or have been working on
8. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
9. liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
10. liability in respect of **Pollution** or **Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) all **Pollution** or **Contamination** which arises out of any one incident shall be deemed to have

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occurred at the time such incident takes place

- (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Liability stated in the **Schedule**
- 11. liability arising in connection with any visits to or work on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
- 12.
 - (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) 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 arising out of the presence of

Asbestos including any products containing **Asbestos**
- 13. the first £250 in respect of loss or damage to Third Party property
- 14. the **Excess** stated in the **Schedule**
- 15. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - (a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
 - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

- (i) **Bodily Injury**
- (ii) physical damage to material property directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**
- 16. liability arising out of **Your** ownership or maintenance of any building, plant or machinery which is in a poor state of repair, derelict, or dilapidated, whether or not it is unoccupied or unattended.

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