



QuoteMonkey[®]
Land Liability Insurance

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Who We are:

Your policy is administered by One Commercial Limited and underwritten by Accelerant Insurance Europe SA (the Insurer). It is distributed through Quote Monkey Ltd

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Quote Monkey Ltd., is authorised and regulated by the Financial Conduct Authority. FRN 589147. Registered in England and Wales Company number 08172235. Registered Office: Michael House, Castle Street, Exeter EX4 3LQ

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Your policy:

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. The **policy** wording, schedule and any endorsements must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered.'

Throughout this **policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold print.

Headings have been used for **your** guidance and to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered,' the **policy** conditions and the section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Making a claim:

If **you** need to make a claim, please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided on page 8 in the Claims notification condition and in Claims procedure condition under **Policy conditions**.

Making a complaint:

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' on page 29 of the **policy**.

Meanings of defined terms:

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold print and will have the same meaning wherever it is used. There are additional defined terms under each section.

Act of Terrorism

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

Business

Business, described in **your** schedule including:

1. providing and managing amenities for the benefit and welfare of **employed persons**
2. repairing, maintaining and decorating property or premises owned, leased, hired or rented by the business
3. providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
4. maintaining and repairing vehicles and machinery owned, leased, hired or rented by the business
5. private work **you** allow any **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
6. the sale or disposal of business assets.

Computer Virus:

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Electronic Data:

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Employed person(s)

Anyone:

1. under a contract of service or apprenticeship with **you**
2. who is
 - a. employed by **you** or for **you** on a labour only basis
 - b. self employed
 - c. hired to **you** or borrowed by **you** from another employer

- d. a voluntary helper or person taking part in a study, work experience or training scheme
 - e. a member of the management association or a management association volunteer.
- and under **your** control or supervision.

Excess

The first amount of a claim or claims, for which **you** are responsible.

Fungi

Any type or form of fungi including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

Period of insurance

The period from the start date to the expiry date shown in **your** schedule.

Policy

This **policy** document and schedule and any endorsements attached or issued.

Policy territories

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

Pollution or Contamination

Any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, **fungi**, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property

We/us/our

Accelerant Insurance Europe SA.

You/your

The person(s), firm, company or organisation shown in **your** schedule as the insured.

Your insurance advisor

Quote Monkey Ltd.

Policy conditions:

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions:

1. cancel **your policy** by serving 7-days' notice to your last known address
2. declare **your policy** void (treating **your policy** as if it never existed).
3. change the terms of **your policy**.
4. refuse to deal with all or part of any claim or reduce the amount of any claim payments.

Cancellation condition

1. **You** may cancel **your policy** within 14 days of receiving **your policy** during the first **period of insurance** if for any reason **you** are dissatisfied, or the **policy** does not meet **your** requirements. This right does not apply at any subsequent renewal of your policy.
2. **We** can cancel **your policy** at any time during the **period of insurance** by giving 7 days' written notice to **your** last known address.

Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

3. **You** may also cancel **your policy** at any other time during the **period of insurance**. We will refund part of the premium paid, proportionate to the unexpired **period of insurance**.
4. **We** can cancel **your policy** immediately, without giving **you** notice if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of this **policy** will not affect any claim or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change:

1. to the **business**.
2. in the person, firm, company or organisation shown in the schedule as the insured.
3. in the nature or value of the property that **you** require insurance for.
4. to the information **you** provided to **us** previously.
5. if any new information comes to light that increases the risk of loss under any section of **your policy**.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept the change. **We** do not have to accept any request to vary **your policy**. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

In the event of any occurrence likely to give rise to a claim, or a claim made against **you**, or receipt of notice of any circumstance which might give rise to a claim under this **policy you** must:

1. notify **us** within 14 days of becoming aware of such occurrence by using the **claims helpline** on **02920 320839** or **our claims email** onecommercialclaims@uk.sedgwick.com. **You** must also give **us** all the information **we** request.
2. immediately
 - a. on receipt send **us** every letter, court order, summons or other legal document served upon **you**.
 - b. tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**.
 - c. unless otherwise agreed by **us** in writing, notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

1. **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim.
2. At **your** expense **you** must provide **us** with:
 - a. full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require.
 - b. any assistance to enable **us** to settle or defend a claim.
 - c. details of any relevant other insurances.
3. **You** must not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
4. Following a claim **you** must allow **us** or anyone authorised by **us** to:
 - a. access **your** premises
 - b. take possession of, or request delivery to **us** of any property insured.
5. **You** may not abandon any property to **us**.
6. **We** will be allowed complete control of any proceedings and settlement of the claim.

We will not pay **your** claim where **you** have not complied with this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance**, and prior to each renewal.

If **you** do not comply with this condition then:

1. if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premium, or
2. if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or
3. if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:
 - a. reduce proportionately any amount paid or payable in respect of a claim under **your policy** by using the following formula. **We** will divide the premium **we** charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b. treat **your policy** as if it had included such different terms (other than payment of the premium) as **we** would have imposed had **you** made a fair presentation.
4. Where **we** elect to apply one of the above then:
 - a. if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal;
 - b. **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal;
 - c. **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal;depending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you** knowingly:

1. makes a fraudulent or exaggerated claim under **your policy**;
2. makes a false statement in support of a claim (whether or not the claim itself is genuine); or
3. submits a false or forged document in support of a claim (whether or not the claim itself is genuine);

we will:

- a) refuse to pay the claim.
- b) declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

Law applicable condition

You and **we** can choose the law which applies to this **policy**. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Other insurance condition

If a claim is made under this **policy** and there is other insurance cover which, but for the existence of this **policy**, **you** are, or would, be entitled to have a claim paid under then **we** will, at **our** option, either pay:

1. a proportionate share of the claim or
2. an amount beyond that which is or would be payable under the other policy.

Premium adjustment condition

If any part of the inception or renewal premium is based upon estimates that **you** have provided, then at **our** request, within one month of expiry of each **period of insurance** **you** will provide us with the actual figures for the expired **period of insurance**.

The inception or renewal premium will then be adjusted and **you** will pay **us** the difference or **we** will allow you a return.

Reasonable care condition

You must take reasonable steps to:

1. prevent or protect against injury, loss or damage.
2. keep anything insured in good condition and in full working order.
3. remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for within a reasonable period of time, advised by **us**.

We will not pay **your** claim where **you** have not complied with this condition.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover or pay any claim under **your policy** to the extent that the provision of such cover or payment of such claim would cause **us** to violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition

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

1. the defence or settlement of any claim.
2. steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

The rights under this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

Public liability section:

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words commonly used throughout this **policy** in bold on page 5. There are some words that may only appear in this section or are defined differently, and their meanings are shown here.

Additional persons insured

1. The personal representative of any deceased person entitled to the cover provided by this section.
2. At **your** request
 - a. any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract or licence conditions.
 - b. any director or **employed person** in connection with the **business**.
 - c. any officer or member whilst undertaking their duties in connection with **your**:
 - i. canteen, sports, social, educational or welfare organisations.
 - ii. fire, security, first aid, medical or ambulance services.
 - d. any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses:

1. of any claimant that **you** or any of the **additional persons insured** become legally liable to pay.
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured**. This will include solicitors' fees at:
 - a. any coroner's inquest or fatal accident inquiry.
 - b. summary court proceedings.

Clean-up costs

Costs and expenses reasonably incurred by:

1. a government agency or regulatory body;
2. **you** where a government agency or regulatory requires you to incur such costs;

to reduce or eliminate the consequences of a sudden and unexpected incident of **pollution or contamination** for which you are responsible.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery or increase **your** legal liability beyond that applicable in the absence of those terms.

Event

A claim or series of claims against **you** or the **additional persons insured** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Hazardous locations

1. aircraft.
2. airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.
3. Watercraft.
4. Operational:
 - a. railways or railway installations.
 - b. docks or harbours.
 - c. quarries, mines or collieries.
 - d. chemical or petro-chemical works.
 - e. oil refineries, gas works or fuel storage facilities.
 - f. power stations.
5. nuclear plant.
6. bridges, viaducts, tunnels, dams, chimney shafts, towers or steeples.

Hot work

Any work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation enacted within the **policy territories**.

What is covered

We will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental:

1. **bodily injury** to any person;
2. loss of or damage to material property;
3. obstruction, trespass, nuisance or interference with any right of way, air, light or water;
4. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy;

occurring during the **period of insurance** in connection with the **business**.

Claims costs cover

We will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Clean-up costs cover

In the event of sudden and unexpected incident of **pollution or contamination** which takes place at a specific time and place during the **period of insurance** we will indemnify **you** and any **additional persons insured** in respect of **clean-up costs** arising under any statutory provision within the **policy territories**.

We will also indemnify **you** against the costs of appeal of any statutory notice served, or to be served, on **you** to enforce **you** to pay such **clean-up costs** if in the opinion of counsel (appointed by mutual agreement) an appeal could be made with a high probability of success.

We will not pay:

1. for **clean-up costs** to any property owned by **you** or in **your** custody or control.
2. where the **clean-up costs** result in improvement or betterment to the damaged property.
3. the first 10% of the **clean-up costs** subject to a minimum contribution of £1,000 and a maximum contribution of £10,000 from **you**.
4. more than £250,000 in the aggregate during any **period of insurance** in respect of **clean up costs**.

Compensation for court attendance cover

We will compensate **you** at the rate of £250 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will pay the amount of damages for which **you** are liable by law and **claim costs** as a result of accidental:

1. **bodily injury**;
2. loss of or damage to material property not owned or held in trust by **you** or in **your** custody or control;

occurring during the **period of insurance** and arising out of:

- a) the use by an **employed person** of their own motor vehicle within the **policy territories**.
- b) the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working.

The Road Traffic Act exclusion in this section does not apply to this cover provided that **we** will not make any payment:

- i. for loss of or damage to any motor vehicle referred to in a) or b) above.
- ii. unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle.
- iii. where cover is provided by another insurance policy.

Cross liabilities cover

We will indemnify any person, firm, company or organisation that is entitled to the cover provided by this section, as if a separate **policy** had been issued to each, but the total amount payable by **us** on behalf of all, will not exceed the **limit of indemnity** in any circumstances.

Data protection cover

If **you** are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) **we** will cover **you** as a result of **your** legal liability to pay compensation for damage or distress occurring during the **period of insurance** in the course of the **business**.

We will not cover:

1. a deliberate act or failure.
2. the cost of rectifying, replacing, erasing, blocking or destroying any personal data.
3. the payment of fines or penalties.

The maximum amount **we** will pay in total during any one **period of insurance** is £250,000.

Defective Premises Act cover

We will pay the amount of damages for which **you** are liable by law and **claim costs** as a result of accidental **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

We will not cover loss of or damage to the land or premises disposed of, or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability for which **you** are covered under any other insurance policy.

Manslaughter costs cover

We will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs**, and costs awarded against **you** or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not cover

1. fines, penalties or awards of compensation imposed by a criminal court.
2. costs and expenses of implementing any remedial order or publicity order.
3. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order.
4. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order.
5. costs and expenses insured by any other policy.
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

At **your** request, **we** will pay the amount of damages for which any of **your** directors, partners **employed persons**, or their spouse or children are liable by law and **claim costs**, as a result of accidental:

1. **bodily injury**;
2. loss of or damage to material property, not owned by or held in trust by **you** or them, or in **your** or their custody or control;

occurring during the **period of insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than:

- a) arising out of the ownership or occupation of land or buildings.
- b) where cover is provided under any other insurance.
- c) in circumstances which a **policy** or section exclusion applies.

Safety legislation costs cover

We will pay for **safety legislation costs** as a result of any **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimant's costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **safety legislation costs**, and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not cover

1. fines, penalties or awards of compensation imposed by a criminal court.
2. costs and expenses of an appeal against improvement or prohibition notices.

3. costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred.
4. costs and expenses insured by any other policy.
5. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Limit of cover

The most **we** will pay for the total of all damages arising from one **event** is the **limit of indemnity**.

The **limit of indemnity** is also the most **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from sudden and unexpected **pollution and contamination**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **event**, will not be more than the **limit of indemnity**.

We will pay **claim costs** inclusive in the **limit of indemnity**.

As a result of any claim or claims **we** may at any time, pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment to **you**.

What is not covered

Aircraft and watercraft exclusion

We will not cover legal liability arising from **you** owning, possessing or using any:

1. aircraft.
2. watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

Asbestos exclusion

We will not cover legal liability in any way arising from or contributed to by:

1. inhalation or ingestion of **asbestos**.
2. exposure to or fear of the consequences of exposure to **asbestos**.
3. the presence of **asbestos** in any property or on land.
4. investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover:

1. **contractual liability** unless the conduct and control of the claim rests with **us**.
2. liquidated damages or any contractual fines or amounts payable under penalty clauses.

Damage to goods supplied and own or completed works exclusion

We will not cover:

1. loss of or damage to goods or materials supplied or for use by **you**.
2. any work, process or other operation that **you** or anyone acting on **your** behalf is carrying out or has completed. This exclusion will not apply to goods or materials or any work, process or other operation previously supplied, used, carried out or completed under a separate contract.

Design and advice exclusion

We will not cover legal liability arising from advice, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or given for a fee.

Employee injury exclusion

We will not cover **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Excess exclusion

We will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** for loss of or damage to property and this will apply to each **event**.

Foreign manual work exclusion

We will not cover legal liability arising out of manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the **policy territories**, for a period or periods of up to 365 days in total, during any one **period of insurance**.

Hazardous Locations exclusion

We will not cover legal liability arising in connection with any work in, or on **hazardous locations**.

Offshore exclusion

We will not cover legal liability arising in connection with any person while **offshore**.

Pollution and contamination exclusion

We will not cover legal liability arising from **pollution or contamination**, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

Property under your control exclusion

We will not cover loss or damage to property owned by **you** or which is held in **your** care, custody or control.

But **we** will cover:

1. premises which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not:
 - a. result in **contractual liability**.
 - b. say that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf.
2. premises including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**.
3. **employed persons** or visitors vehicles or effects while on **your** premises.

Recall or refunds exclusion

We will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund for goods or materials supplied or used.

Rectification of defects exclusion

We will not cover:

1. the cost or value of any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken.
2. expenditure incurred by anyone in:
 - a. investigating or providing a remedy for;
 - b. removing, reinstating, replacing, reapplying or rectifying;any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken.

Road Traffic Act exclusion

We will not cover legal liability arising out of the ownership, possession or use by **you** or on **your** behalf or use by any of the **additional persons insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

War risk exclusion

We will not cover:

1. any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
2. confiscation, nationalisation, requisition or destruction of or damage to property by or under

the order of any government or public or local authority.

Toxic Mould exclusion

We will not cover **your** legal liability in respect of loss, damage, claims, costs, expenses or other sums directly or indirectly arising out of or relating to **fungi** of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is any:

- i. physical loss or damage to property.
- ii. insured peril or cause, whether or not contributing concurrently or in any sequence.
- iii. loss of use, occupancy, or functionality, or
- iv. action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

Conditions applicable to Public Liability Section only

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances where non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **your insurance advisor**.

Hot work precautions condition

It is a condition that the following precautions must be complied with each time that **hot work** is undertaken away from **your** premises.

1. the area where the work is to be completed must be cleared of all combustibles
2. combustible floors and other combustible property which cannot be moved must be protected by non-combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least six metres from or beneath the work area
3. where there is a danger of ignition either directly, or by conduction of heat through any partitions or walls, the area on the other side must be inspected and combustible material must be removed
4. at least one fire extinguisher of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
5. no heat producing equipment is to be left out of view of its operator or firewatcher whilst lit or powered or whilst hot
6. a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after completion of each

period of work.

If you do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

Employers' liability section:

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words commonly used throughout this **policy** in bold on page 5. There are some words that may only appear in this section or are defined differently, and their meanings are shown here.

Additional persons insured

1. The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
2. At **your** request:
 - a. any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.
 - b. any director or **employed person of yours** in connection with the **business**.
 - c. any officer or member whilst undertaking their duties in connection with **your**
 - i. canteen, sports, social, educational or welfare organisations.
 - ii. fire, security, first aid, medical or ambulance services.
 - d. any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses:

1. of any claimant which **you** or any of the **additional persons insured** become legally liable to pay.
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors' fees at:
 - a. any coroner's inquest or fatal accident inquiry.
 - b. summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery or increase **your** legal liability beyond that applicable in the absence of those terms.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety legislation enacted with the **policy territories**.

What is covered

We will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental **bodily injury** to any **employed person** caused during the **period of insurance** in connection with the **business**.

Claim costs cover

We will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £250 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Injury to working partners cover

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as:

1. **bodily injury** is sustained while **you** are working in connection with the **business**.
2. **bodily injury** is caused by another partner or **employed person** while working in connection with the **business**.
3. **you** have a valid right of action for negligence against the other partner or **employed person**.

Manslaughter costs cover

We will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs**, and costs awarded against **you** or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not cover

1. fines, penalties or awards of compensation imposed by a criminal court.
2. costs and expenses of implementing any remedial order or publicity order.
3. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order.
4. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order.
5. costs and expenses insured by any other policy.
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Safety legislation costs cover

We will pay for **safety legislation costs** as a result of any **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimant's costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **safety legislation costs**, and costs awarded against **you** or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not cover

1. fines, penalties or awards of compensation imposed by a criminal court.
2. costs and expenses of an appeal against improvement or prohibition notices.
3. costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
4. costs and expenses insured by any other policy.
5. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgements cover

We will at **your** request pay an **employed person** or their personal representative the amount of any award to that person as a result of a judgement which has been obtained for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories** and which remains unpaid six months after the date of the judgement.

We will only provide cover if:

1. there is no outstanding appeal.
2. the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**.
3. the judgement was obtained in a court within the **policy territories**.
4. the **employed person** or their personal representative assigns the judgement to **us**.

Limit of cover

The most **we** will pay for the total of all damages and **claims costs** is the **limit of indemnity** A or B shown in **your** schedule and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.

Limit of indemnity A will apply unless the occurrence arises directly or indirectly in connection with **act of terrorism**.

Limit of indemnity B will apply to any occurrence arising directly or indirectly in connection with **act of terrorism** .

As a result of any claim or claims, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment as a result of the claim or claims.

What is not covered

Foreign manual work exclusion

We will not cover legal liability arising out of manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the **policy territories**, for a period or periods of up to 365 days in total, during any one **period of insurance**.

Offshore exclusion

We will not cover legal liability as a result of **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of:

1. **contractual liability**.
2. the liability of any principal for whom **you** are completing a contract.

Road Traffic Act exclusion

We will not cover legal liability for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Fines, Penalties Punitive or Exemplary Damages:

We will not cover any fines, penalties, punitive or exemplary damages awarded against **you**.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **us**.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Exclusions applicable to all sections of your policy other than Employers' Liability:

We do not cover:

Act of Terrorism

loss, damage, cost or expense of whatsoever nature directly or indirectly 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.

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

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall fall upon **you**.

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

Cyber Loss *[This exclusion does not apply to the Data Protection cover provided by the Public Liability Section of your policy]*

loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Infectious Disease Pandemics

any damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by **you**, any **additional person insured** or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses
- b) Coronavirus disease (COVID-19)
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- d) any mutation of or variation of a), b) or c) above
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- f) any fear or anticipation of a), b), c), d) or e) above

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Radioactive contamination, chemical, biological, biochemical and electromagnetic weapons

loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive or other hazardous or contamination 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.
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

Making a complaint:

It is always **Our** intention to provide a first class standard of service. However, we appreciate that, occasionally, things go wrong. You can complain by contacting us using the details below quoting **your** **policy** and/or claim number. We will investigate **your** concerns and provide a response as soon as possible.

If **your** complaint is about the service provided **you** should complain at info@quotemonkey.co.uk.

If **your** complaint is about the policy cover provided, **You** should complain at complaints@onecommercial.co.uk.

If **your** complaint is about how we have handled a claim, then **you** should complain to: Onecommercialclaims1@uk.sedgwick.com or by 'phone at 0345 850 0597

What will happen if **you** complain:

1. We will acknowledge **your** complaint within three working days of receipt.
2. We will try to resolve the complaint within three working days, but some cases may take a little longer to investigate, in which case we will write to **you** with a response within eight weeks of the date we receive **your** complaint.

Once **you** have followed the complaints procedure, if **you** remain dissatisfied, **you** have six months to refer the matter to the Financial Ombudsman Service at Exchange Tower, London E14 9SR email: complaint.info@financial-ombudsman.org.uk or telephone 0800 023 4567 (free from most landlines) or 0300 123 9123 (free from most mobiles). The Financial Ombudsman Service will only consider **your** complaint if **you** have given Export & General the opportunity to resolve it.

Following the complaints procedure does not affect **your** right to take legal action.

The Financial Services Compensation scheme

If **you** are registered in (or a resident of) the United Kingdom **you** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Europe SA is unable to meet its obligations to you under this insurance.

If **you** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk. Telephone 0800 678 1100 or 020 7741 4100.

Fair Processing:

How We Use Your Information

Quote Monkey Ltd (QM), One Commercial Ltd (OC) and Accelerant Insurance Europe SA (AIESA) are the joint data controllers of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used by QM and your rights in relation to your information please see our Privacy Policy – <http://www.quotemonkey.co.uk/privacy-policy>

For further information on how your information is used by OC and your rights in relation to your information, please see their Privacy Policy – <https://www.onecommercial.co.uk/privacy-and-cookies>

For further information on how your information is used by AIESA and your rights in relation to your information, please see their Privacy Policy – <https://accelins.com/privacy-notice/>

If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

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 QM, OC and AIESA groups.

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

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.

International Transfers

Under data protection law, when personal information is being transferred outside the European Economic Area (EEA), we as data controller, are under an obligation to ensure that such transfers are performed in a manner that ensures that your personal information is adequately protected.

How to Contact Us

Please drop us an email at admin@quotemonkey.co.uk if you have any questions about our privacy policy or the information we hold about you.

Endorsements:

These endorsements only apply if they are specifically referred to in **your** schedule.

LS1: Land with car parks

We shall:

- a) not be liable under the Public Liability section of this Policy in respect of **bodily injury** or loss or damage to material property arising out of or in connection with Road Traffic Liability.
- b) have no liability for **bodily injury** to any visitors unless **you** can show that **you** have displayed a disclaimer notice in a position where it can be read by the driver of any vehicle prior them paying for entry to the car park.
- c) have no liability for loss or damage to any motor vehicle in **your** care, custody, or control.

LS2: Land with Buildings

We will not cover legal liability for **Bodily Injury** or loss or damage:

- a) unless all empty buildings situated on the land are structurally sound and are secured against illegal entry.
- b) unless You check such buildings monthly to ensure they remain structurally sound and secure.
- c) resulting directly or indirectly from any building or construction work being undertaken on any part of the insured land.

LS3: Product Liability

The **Damage to goods supplied and own or completed works** exclusion is deleted and replaced by:

We will not cover legal liability for **bodily injury** or loss or damage to material property arising out of any goods or materials manufactured, installed, designed, erected, altered, repaired, sold or supplied by **you**.

LS4: Non-Manual Work

Under the Public Liability section, **we** will not cover **bodily injury** or loss or damage to material property caused by or in connection with any manual work carried out by **you**.

LS5: Manual work by Management Association Volunteers.

1. Under the Public Liability section, **we** will not cover **bodily injury** or loss or damage to material property caused by or in connection with:
 - a. any excavation exceeding in any part a depth of 500 millimetres.
 - b. the felling and lopping of trees using chainsaws.
 - c. the use of mechanically propelled vehicles other than lawnmowers.
2. Under the Employers' Liability section, **we** shall not be liable in respect of **bodily injury** caused by or in connection with the use of power-drive machinery other than lawn-mowers, strimmers, brush cutters & hedge trimmers.

LS6: Employment of Bona Fide Subcontractors:

We will not cover legal liability for **bodily injury** or loss or damage unless **you** can prove that **you** have taken steps to ensure that any sub-contractor employed by **you**:

1. maintains public liability insurance at least to the same limit as this policy.
2. effects Employers' Liability insurance covering their own legal liability to their employees

and both policies indemnify **you** as principal in respect of the work being undertaken.

LS7: Land with adopted Kiosks

We will not cover legal liability for **Bodily Injury**:

- a) unless You check the Kiosk weekly to ensure it remains structurally sound and safe for use by members of the public.
- b) resulting directly or indirectly from any maintenance work being undertaken on any part of the Kiosk.
- c) resulting directly or indirectly from the use or misuse of any medical device provided in such Kiosk unless such **Bodily Injury** can be shown to be due to **Your** act error or omission.

LS 8: Boundary trees exclusion

We will not cover legal liability for loss or damage to property caused by falling trees unless **you** can prove that **you** employ a professional arborist to report on the condition of such trees at least once every three years and you have maintained the tree in accordance with the arborist's recommendations.

LS9: Land with watercourses:

If there is a watercourse on the land where the depth of water exceeds 1 metre then **we** will not cover legal liability for **bodily injury** caused by a person falling into such watercourse unless adequate lifesaving equipment is always readily available and regularly inspected to ensure that it remains functional.