

ITOO
Premises Risk Only Liability Insurance



INTRODUCTION

WHO IS ITOO?

ITOO Special Risks (Pty) Limited is an underwriting manager associated with Hollard, focusing on niche and specialist liability cover. Further details can be found in the disclosure document, which is part of the policy schedule (**schedule**).

WHO INSURES YOU?

The **Policy** is underwritten by The Hollard Insurance Company Limited. ITOO as an underwriting manager acts on behalf of Hollard. Further details can be found in the disclosure document.

POLICY SCHEDULE

Once the **Policy** is issued **You** will be given the schedule. The schedule sets out the specific terms applicable to the cover including which covers are applicable and at what limits and deductibles. The schedule must be read together with the **Policy**.

The **Policy** and the schedule should be read carefully to ensure all is correct and should be kept in a safe place for future reference. If **You** require further information, please contact the broker.

POLICY WORDING

The **Policy** wording details all the terms and Conditions of cover. In certain cases additional benefits, definitions, Exclusions and Conditions have been included or varied to suit the requirements of the **Business** concerned. In these cases, Endorsements are included with the **Policy** and shown on the schedule.

CONTRACT

We agree to pay a valid claim for a covered loss if it falls within the **Policy's** terms, limits and Conditions and for a Section of the **Policy** for which cover has been provided. However, **We** will only pay if **You** do all of the following:

- **You** pay **Us** the premium by the premium due date
- **You** give **Us** all information that materially affects the risks insured in this **Policy** and **You** have complied with **Your** duty of disclosure
- **You** keep to all the terms and Conditions of this **Policy**.

DUTY OF DISCLOSURE

You are required, before **You** enter into, renew, vary, extend or reinstate **Your Policy**, to tell **Us** everything **You** know, and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to **Our** decision whether to insure **You**, and anyone else to be insured under this **Policy**, and if so, on what terms.

If **You** do not comply with **Your** duty of disclosure, **We** may reduce or refuse to pay a claim and **We** will have the option of voiding the **Policy** from the date when it commenced.

DISPUTE RESOLUTION

We will do everything possible to provide a quality service. However, **We** recognise that occasionally there may be some aspect of **Our** service or a decision **We** have made that **You** wish to query or draw to **Our** attention.

We have a complaints and dispute resolution procedure. Further details can be found in the disclosure document.

THE PRIVACY OF YOUR PERSONAL INFORMATION

We care about the privacy, security and online safety of **Your** personal information and **We** take **Our** responsibility to protect this information very seriously. Below is a summary of how **We** deal with **Your** personal information. For a more detailed explanation, please read **Our** official Privacy Notice on **Our** website.

- **Processing Your personal information:** **We** have to collect and process some of **Your** personal information in order to provide **You** with **Our** products and services, and also as required by insurance, tax and other legislation.
- **Sharing Your personal information:** **We** will share **Your** personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about **Your** insurance, claims and premium payments. **We** do this to assess claims, prevent fraud and to conduct surveys.
- **Protecting Your personal information:** **We** take every reasonable precaution to protect **Your** personal information (including information about **Your** activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from Us:** Please contact **Us** if **You** want to change **Your** marketing preferences. Remember that even if **You** choose not to receive marketing from **Us**, **We** will still send **You** communications about this product.

Definitions

1. **Business** for purposes of this policy means only the following:

the ownership, repair, maintenance or use of **Your** premises or premises lawfully occupied and for which **You** have maintenance responsibility.
2. **Bodily Injury** means death, physical injury, illness or disease, loss of amenities, emotional distress or invasion of the right to one's privacy.
3. **Costs and Expenses** mean
 - (a) the reasonable costs, charges and expenses incurred by **Us** or by **You** with **Our** prior written consent for the investigation, defence, settlement or appeal of any claim made against **You** which may be the subject of an indemnity by this **Policy**. **Costs and Expenses** may include the reasonable fees, costs and expenses of an accredited expert retained through defence counsel approved by **Us** to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the assessment or defence of a claim but does not include the remuneration, cost of time or costs or overheads of any **Insured**.
 - (b) the reasonable costs, charges and expenses incurred by **Us** or by **You** for **Your** legal representation at any inquest or fatal accident inquiry which may be the subject of an indemnity by this **Policy**.
 - (c) the reasonable costs, charges and expenses incurred by **You** for immediate medical treatment, as may appear necessary for **Bodily Injury** which may be the subject of an indemnity by this **Policy** but not such expenses as are recoverable under the Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended or similar legislation in any other territory or under any other indemnity insurance effected by **You**.
4. **Deductible** means the first amount **You** must pay in respect of each **Occurrence** giving rise to a claim, as stated in the schedule, including **Costs and Expenses** or any other expenditure incurred by **Us** in the exercise of any discretion **We** may have under this **Policy**.
5. **Electromagnetic Radiation** means, but is not limited to, electrical or magnetic fields, or any combination of magnetic fields, charges, currents, signals or force of energy, radiation or electricity.
6. **Employee** means
 - (a) any person under a contract of employment or apprenticeship with **You**.
 - (b) labour only sub-contractors.
 - (c) any self-employed person while acting in the course and scope of **Your Business**.

- (d) any person under a contract of employment or apprenticeship with another employer who is hired or seconded to **You**.
- (e) any person participating in connection with **Your Business** and at **Your Business** premises in any government or otherwise authorised work experience, training, study, exchange or similar scheme.
- (f) any voluntary workers while engaged in work for **You** in connection with **Your Business**.

7. **Geographical Limits** means that area or territory stated in the schedule to this **Policy**.

8. **Indemnity Limit** means, irrespective of the number of claims made against **You** or the number of claimants, the maximum indemnity, inclusive of damages, claimants' costs and expenses and **Costs and Expenses** and all other indemnifiable loss, payable by **Us** for each **Occurrence** under each Section inclusive of its Extensions (if any).

The monetary value of the **Indemnity Limit** is determined with reference to the schedule or as may apply by an Endorsement to this **Policy**.

Where an annually aggregated **Indemnity Limit** applies to a Section and/or to this **Policy** as a whole, the indemnity payable by **Us** under that Section or in respect of this **Policy** inclusive of damages, claimants' costs and expenses and **Costs and Expenses** and all other indemnifiable loss shall not exceed the annually aggregated **Indemnity Limit** applicable to that Section or to the **Policy** as a whole, irrespective of the number of **Occurrences** giving rise to an indemnity under that Section or this **Policy**.

Should an **Occurrence** give rise to indemnity payments under more than one Section or its Extensions, each Section and its Extensions shall indemnify **You** not exceeding its specific **Indemnity Limit**. The cumulative limit of all indemnity payments shall not exceed the greatest **Indemnity Limit** available under any one of the applicable Sections, less any prior payments that eroded the annually aggregated **Indemnity Limit** under the applicable Section.

Should an **Indemnity Limit** be altered during the Period of Insurance, the original **Indemnity Limit** applies to all damages, claimants' costs and expenses and **Costs and Expenses** and all other indemnity arising prior to the date of the alteration.

Regardless of the premium paid for the renewal or replacement of this **Policy**, the **Indemnity Limit** does not accumulate from one Period of Insurance to the next.

The **Indemnity Limit** applies in excess of the **Deductible**.

10. **Insured** means

the party stated in the schedule.

11. **Occurrence** means an event or a series of events or a continuous or repeated exposure to circumstances having a specific and common originating cause or source arising out of the condition, ownership, or maintenance of **Your premises**, that first began during the period after the applicable **Retroactive Date** (as recorded in the schedule) and before the expiry date of the Period of Insurance, that unexpectedly and unintentionally results in or that

may reasonably be expected to result in an indemnity payment in terms of any Section of this **Policy**, and irrespective of its duration shall be deemed to be one **Occurrence**.

For the purpose of this definition and where it is not otherwise possible to ascertain the timing of **Bodily Injury**, a **Bodily Injury** shall be deemed to have happened when the claimant first consulted a qualified medical practitioner regarding the **Bodily Injury**, regardless whether correctly diagnosed at the time. If no such consultation took place, then the **Bodily Injury** is deemed to have happened when the **Insured** was first advised of the **Bodily Injury**. Similarly, where it is not otherwise possible to ascertain the timing of **Property Damage**, the **Property Damage** is deemed to have happened when first evidenced to the claimant even if the cause was unknown at that time.

12. Pollution means the actual, alleged or threatened emission, discharge, release, dispersal, seepage or escape and subsequent migration of solid, liquid, gaseous or thermal contaminants or irritants, including vapours, smell, fumes, odours, humidity smoke, fibres, soot or other airborne particulates; acids, alkalis, toxic chemicals, effluent; medical or other waste. 'Waste' includes, without limitation, material to be recycled, reconditioned or reclaimed.

13. Property means tangible property. It does not mean information (including electronically stored information) nor intellectual property nor intangible property rights of any kind.

14. Property Damage means physical damage to or loss of or destruction of **Property**, interference with servitude or other infringement of real rights.

15. Retroactive Date means the date stated in the schedule.

16. Terrorism means an act, including but not limited to an act harmful to human life, or the use of force or violence or the threat thereof by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

17. Third Party means any party who is not **Your** director, partner, officer, trustee or **Employee**.

18. USA/Canada means the United States of America, Canada and any territory operating under the laws of or subject to the jurisdiction of the courts of these territories.

19. We, Us, Our means ITOO Special Risks (Pty) Limited on behalf of The Hollard Insurance Company Limited.

20. You or Your means the company, institution, partnership, membership, organization, entity, named in the schedule as the **Insured**.

Indemnity Agreement

In consideration of **You** paying the premium or it being paid on **Your** behalf, and **Our** receipt of the premium or receipt on **Our** behalf, and **Your** agreement that the proposal form or any other information supplied by or on **Your** behalf is relied upon by **Us** and forms the basis of and is incorporated into this contract of insurance (this **Policy**);

We will, subject to the terms, Exclusions, Conditions, Endorsements and **Indemnity Limits** and after application of the **Deductible**, indemnify **You** for claims first made during the Period of Insurance as provided for in the various Sections of this **Policy**, arising out of the condition, ownership, or maintenance of the premises, within the Geographical Limits performance of the **Business**, within the **Geographical Limits**, and in accordance with the law and procedure applicable anywhere in the world but not for any claim, judgement, award, settlement or consent made within the jurisdiction of **USA/Canada** or for any order made by a court anywhere in the world to enforce either in whole or in part such claim, judgement, award, settlement or consent.

Occurrence Notification

You have the right, during the Period of Insurance or for a period not exceeding 30 days commencing on expiry of the Period of Insurance, to notify **Us** of an **Occurrence** not previously notified that happened after the applicable **Retroactive Date** and prior to expiry of the Period of Insurance. This notice must include the reasons for anticipating a claim and full particulars of dates, acts and persons involved and if accepted by **Us**, then any claim arising out of the notified circumstance will subject to all other terms, Conditions and Exclusions of this Policy, be deemed to attach to the expired Period of Insurance.

General Exclusions (Applicable to all Sections of this Policy)

We will not indemnify **You**:

1. Known Circumstances and Known Claims

(a) for any fact, matter or circumstance

(i) known to **You** which at commencement of the Period of Insurance may reasonably have been expected to give rise to a claim for indemnity under any Section of this **Policy**;

(ii) notified or advised under any other policy;

(iii) that happened or is alleged to have happened prior to the applicable **Retroactive Date**.

(b) for claims made against **You** that have been reported to any other insurer.

2. Asbestos

for any claim or series of claims, event, loss or losses whether actual or alleged or any actual or alleged liability howsoever arising directly or indirectly from, caused by, arising out of,

resulting from, in consequence of, in any way involving or to the extent contributed to by the hazardous nature of asbestos in whatever form or quantity.

3. Pollution

for liability directly or indirectly caused by, resulting from, in connection with or arising from any **Pollution**.

4. Due Care

for or arising out of the deliberate, conscious, reckless or intentional disregard by **You** of the need to take all reasonable steps to prevent or mitigate claims.

5. Contractual Liability limitation

for liability, assumed by **You** under a contract or agreement, for the following contractual provisions or consequences:

- (a) fines and penalties;
- (b) contractually agreed upfront costs, set amounts or strict liability;
- (c) any circumstances that arise beyond **Your** control, or as a result of force majeure;

unless **You** would have been liable in any event regardless of these contractual provisions.

6. Fines Penalties and Punitive Damages

for fines, penalties or payments due in terms of any statute, bylaw or statutory regulation, punitive (including alleged or actual constitutional damages of a punitive nature), exemplary or aggravated damages or the multiplied portion of multiple damages, demurrage (*a charge payable to the owner of a chartered ship for failing to load or discharge a ship within the agreed time*), or dead-freight (*the unused or unoccupied space in a ship which is charged for*).

7. Cyber loss

for Cyber Loss, which means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by, resulting from, in connection with or arising from:

- (a) the use or operation of any Computer System or Computer Network;
- (b) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- (c) access to, processing, transmission, storage or use of any Data;
- (d) inability to access, process, transmit, store or use any Data;

(e) any threat of or any hoax relating to the above;

(f) any error or omission or accident in respect of any Computer System, Computer Network or Data.

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by **You** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

8. **War and Terrorism**

for loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, liability, cost or expense:

(a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military rising, military or usurped power, martial law, state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege;

(b) confiscation, nationalisation or requisition by any competent authority;

(c) any act of **Terrorism**;

(d) for 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 related to (a), (b) or (c) above;

If **We** allege that by reason of this General Exclusion any loss, damage, cost or expense is not indemnified by this **Policy** the burden of proving the contrary rests upon **You**.

9. **Sanctions**

(a) for any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America;

(b) where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions or restrictions under The Protection of Constitutional Democracy

Against Terrorist and Related Activities Act, 2004 as amended from time to time, or any similar legislation in any other territory.

10. Nuclear Risks/Radioactive Contamination

for loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, in connection with or arising from

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

For the purposes of this Exclusion, combustion includes any self-sustaining process of nuclear fission.

11. Hazardous Chemicals

for liability directly or indirectly caused by, resulting from, in connection with or arising from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of lead, formaldehyde or polychlorinated bi-phenols or other materials, which **You** know or have reason to suspect, contains lead or formaldehyde or polychlorinated bi-phenols.

12. Epidemic/Pandemic/Infectious Disease/ COVID-19

notwithstanding any provision to the contrary, for any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived -:

- (a) Coronavirus (COVID-19) including any mutation or variation thereof;
- (b) pandemic or epidemic, as declared as such by the World Health Organisation or any governmental authority.

13. Fungus or Mould

for liability directly or indirectly caused by, resulting from, in connection with or arising from any mould, toxin or fungus.

14. Electromagnetic Radiation

for liability directly or indirectly caused by, resulting from, in connection with or arising from –

- (a) any type of lines or towers used to transmit electrical current of any voltage (such as power or electrical lines or towers) or used to broadcast or transmit any type of signal including, but not limited to, cellular, radio, television lines, towers or satellite stations;

(b) any type of device which uses, produces, directs, amplifies or conducts **Electromagnetic Radiation** including, but not limited to, cellular phones, computers, electric blankets, microwave ovens, X-ray machines, range finding equipment, lasers (including laser-equipped surveying equipment), electrical transformers, antennas, satellites and radar dishes;

(c) any type of radar including, but not limited to, radar-guided weapons systems, radar detecting weapons systems, directed energy weapons systems and high electromagnetic pulse weapons systems; and/or

(d) any type of imaging equipment whether used for medical, ground imaging or other purposes including, but not limited to, X-ray and magnetic resonance imaging equipment and ground penetrating radar.

General Conditions

1. Interpretation

The construction, interpretation and meaning of the provisions of this **Policy** is determined in accordance with the law of and by a court of competent jurisdiction of the Republic of South Africa and **You** must comply with all requirements necessary to give the court jurisdiction and all matters arising under this **Policy** shall be determined in accordance with the law and practice of this court.

Wherever any reference is made to one gender it refers to the other genders provided the context may be read correctly. Similarly, singular may be read as plural and plural as singular.

Specific Conditions and Specific Exclusions appearing in Sections of this **Policy** will, where conflicting, override General Conditions and General Exclusions.

Each Section of this **Policy** excludes any liability indemnified more specifically by any other Section.

This **Policy** together with the schedule and any Endorsements **We** may agree to from time to time shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** bears that meaning wherever it may appear.

An Extension applies only if stated in the schedule to apply and unless specifically varied in the Extension itself, will be subject to the relevant **Indemnity Limit** and **Deductible** recorded in the schedule and is otherwise subject to the terms, Exclusions, Conditions and limitations of this **Policy**.

Where **Our** or **Your** consent is required pursuant to this **Policy**, this consent shall not be unreasonably withheld, delayed or denied.

Headings in this **Policy** are included for convenience only and do not affect its construction.

No amendment to this **Policy** shall be effective other than by way of a written Endorsement issued and signed by **Us**.

If **We** become entitled to avoid this **Policy** from inception, at renewal or from the time of any variation, **We** in **Our** sole discretion and without prejudice to any other rights **We** have, may maintain this **Policy** in full force but exclude the consequences of any claim relating to any matter which ought to have been disclosed prior to or at inception, renewal or any variation thereof.

2. **Observance of Terms**

You shall abide by and fulfil all terms, Conditions and Endorsements of this **Policy** insofar as they relate to anything to be done or complied with by **You**.

3. **Claims Notification**

It is a condition precedent to **Our** liability that **You** shall as soon as reasonably possible but in any event within 30 days

- (a) give written notice to **Us** when a claim is actually made during the Period of Insurance against **You** (whether written or oral);
- (b) advise **Us** in writing when **You** have knowledge of any impending prosecution, inquest or fatal accident.

4. **Claims Co-operation**

It is a condition precedent to **Our** liability that in respect of any circumstance notified to **Us** or any claim actually made against **You**, **You** shall:

- (a) as soon as reasonably possible provide **Us** with all particulars and information that **We** require;
- (b) immediately on receipt forward to **Us** any communication, court process or documentation or any other documents received relating to the circumstance or claim;
- (c) give to **Us** all assistance required as soon as practicable and where **We** are conducting legal proceedings, within the time limits specified by **Our** legal representatives;
- (d) make no admission of liability, payment, offer or promise of payment or agree to compromise or indemnify or waive any right of subrogation or recovery without **Our** express prior written consent.

5. **Claims Control**

We are entitled, at **Our** own discretion, to take over and conduct in **Your** name, the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claims for indemnity or damages against any other persons.

6. **Fraud**

If any claim under this **Policy** is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf or with **Your** knowledge or consent to obtain any benefit under this **Policy** or if any event is occasioned by **Your** willful act or with **Your** connivance, the benefit afforded under this **Policy** for any such claim shall be forfeited without prejudice to **Our** other rights under this **Policy** and in law.

7. **Deductible**

The **Deductible** shall be subject to the following provisions:

- (a) Where **We** have incurred expenditure in the defence or settlement of any claim the **Deductible** shall be payable in whole or in part:
 - (i) at any stage when in respect of a claim, damages or claimants' costs and expenses or **Costs and Expenses** have been paid;
 - (ii) at the settlement or closure of any claim;
 - (iii) where at **Our** own discretion **We** require the payment.
- (b) **We** may at **Our** own discretion or where **We** are statutorily obliged to do so, pay amounts falling within the **Deductible** to effect a settlement of any claim or potential claim and upon notification that a payment has been made, **You** shall immediately reimburse **Us** for the payment.
- (c) The terms of this **Policy**, including without limitation those governing **Our** rights in relation to the conduct and defence of claims and **Your** duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the **Deductible**.

8. **Discharge of Liability**

We may at any time, at **Our** own discretion, pay to **You** the applicable **Indemnity Limit** or any lesser amount for which any claim can be settled and **We**, after the deduction of any payments already made in connection with the claim, shall not be under further liability except for the payment of **Costs and Expenses** already agreed and incurred provided that the total amount payable including such **Costs and Expenses** shall not exceed the **Indemnity Limit** and upon payment being made, **We** shall relinquish the conduct and control of and be under no further liability for such claim.

9. **Subrogation**

If any payment is to be made under this **Policy** for a claim, **We** shall be subrogated to all **Your** rights of recovery whether payment has in fact been made or **You** have been fully compensated for its actual loss.

We are entitled to pursue and enforce these rights in **Your** name and **You** shall provide **Us** with all reasonable assistance and co-operation, including the execution of any necessary documents and papers.

You shall do nothing to prejudice these rights. Any amount recovered in excess of **Our** total payment shall be paid to **You** less the cost to the **Insurer** of the recovery.

We agree not to exercise any of these rights of recovery against any **Employee** unless the claim is brought about or contributed to by the dishonest, fraudulent, intentional, criminal or malicious act or omission of the **Employee**. In **Our** sole discretion **We** may in writing, waive any of **Our** rights set out in this subrogation clause.

10. **Reasonable Precautions**

It is a condition precedent to **Our** liability under this **Policy** that **You** shall, at **Your** own expense, take all reasonable care and exercise all reasonable precautions in order to prevent, avoid or minimise any accident or loss and to maintain **Your** premises, **Property**, in connection with the **Business** in a good state and in fit and proper repair.

You shall make good or remedy any defect and danger which becomes apparent or take additional precautions as the circumstances may require.

In addition, **You** shall at all times comply with all statutory and provincial and municipal or other regulations governing the conduct of the **Business**.

11. **Alteration of Risk**

You shall give **Us** immediate written notice of any change or alteration which materially affects the risk insured and **We** shall not be under any obligation to indemnify **You** for any claim until **We** have agreed in writing to accept the altered risk and **You** have paid or agreed to pay any additional premium that **We** require.

12. **Offset of Premium**

We are entitled, at **Our** own discretion, to deduct from amounts due to be paid for claims admitted by **Us** under this **Policy**, any amounts owed to **Us** by **You**.

13. **Cession**

Neither this **Policy** nor any benefit, interest nor right in this **Policy** or any proceeds thereof may be ceded without **Our** prior written consent.

14. **Cancellation**

By You:

This **Policy** may be cancelled by **You**. If no **Claim** has been made or no circumstance has been notified prior to the cancellation, **We** shall retain the customary short rate proportion (expired portion) of the premium. Otherwise, the premium is not returnable and is deemed fully earned at cancellation.

By Us:

We may cancel this **Policy** by delivering to **You** at **Your** address in the schedule, written notice stating when, not less than 30 days thereafter, the cancellation is effective.

Proof of e-mail, mailing or delivery of the notice is sufficient proof of notice and this **Policy** is deemed cancelled for all **Insureds** at the date specified in the notice. **We** are entitled to a pro-rata proportion of the premium. Payment or tender of any unearned premium by **Us** is not a condition precedent to the effectiveness of the cancellation, but payment will be made as soon as is practical.

15. **Dual Insurance**

If at the time of any claim or **Occurrence** there is any other valid and collectible insurance available to **You** in respect of the same liability arising from the physical condition, ownership, or maintenance of the premises, this Policy shall operate as excess insurance only, and **We** shall not be liable to make any payment until the limits of such other insurance have been exhausted.

Nothing herein shall operate to increase **Our** liability beyond the **Indemnity Limit** stated in the schedule.

16. **Allocation**

Where a claim, demand, proceeding, or allegation against **You** includes matters which are indemnifiable under this Policy and matters which are not indemnifiable under this Policy, **We** shall be liable only for that portion of loss, damages, claimants' costs and expenses, and Costs and Expenses which is fairly and reasonably attributable to the liability arising from the physical condition, ownership, or maintenance of the premises.

Any portion of such loss, damages, claimants' **Costs and Expenses**, or **Costs and Expenses** attributable to allegations, acts, omissions, or circumstances which fall outside the scope of cover afforded by this Policy, including but not limited to operational activities, services, supervision, employment-related matters, pollution, contractual liability, or any other excluded matter, shall not be indemnified.

In the event of a dispute as to allocation, allocation shall be determined having regard to the proximate cause of the loss and the relative contribution of covered and uncovered matters to the claim.

Section 1: Premises Risk (automatically included)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability arising from the physical condition of **Your** premises, but excluding liability arising solely from the **Insured's** day to day business activities or operations conducted on the premises for damages and claimants' costs and expenses for and arising from:

- A. **Bodily injury** suffered by a **Third Party**
- B. **Property Damage** suffered by a **Third Party**.

Specific Exclusions applicable only to this Section

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. **Property Damage** to **Property** owned by **You**, or in **Your** care, custody or control but this Exclusion shall not apply to:
 - (a) **Employees'** or visitors' personal effects.
2. the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad by **You** or on **Your** behalf, other than airstrips and helicopter pads which do not have Air Traffic Control.
3. loss of **Property** or **Property Damage** caused by dewatering operations or by the removal or weakening of or interference with support to **Property**.
4. **Bodily Injury** sustained by any **Employee** where such **Bodily Injury** arises from and in the course of employment.
5. activities or operations conducted on the premises[MV1].
6. the outbreak of fire on the insured premises or the spread of fire, smoke, heat, fumes, or any by-products of fire beyond **Your** premises, regardless of the cause of such fire.