



# Commercial Combined Insurance Policy

DJ Network Standard Members, only sections marked Employers Liability, Public Liability and Products Liability are active

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## About Your Policy

**Your Policy** is administered by Pardus Underwriting Limited a Managing General Agent and underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

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.

This Policy wording explains the insurance provided under this contract. The Policy is a contract between You and the insurer(s) stated in The Schedule. Any reference in this document to 'We', 'Us', 'Our' or the 'Insurer' is a reference to the insurer(s) stated on The Schedule.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair to the extent of and subject to the terms contained in or endorsed on the policy.

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions, Conditions and Exclusions.

An Endorsement forms an addition to the Section and varies the insurance provided by the Section.

The Schedule or Appendix and any Endorsement should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements.

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require You to take action.



## Duty of Fair Presentation

This Policy is a contract between You and the Insurer.

**Please read the whole document carefully.** It is arranged in different Sections. It is important that:

- You are clear which Sections You have requested and want to be included.
- You understand what each Section covers and does not cover.
- You understand Your own duties under each Section and under the insurance as a whole.

Please contact Your broker immediately if this Document is not correct or if You would like to ask any questions.

## Important Notice:

**You** are required to make a fair presentation of the risk to Insurers.

If **You** breach Your duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as void and are not required to return any paid Premium to **You**.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if **You** had complied with the duty of fair presentation:

1. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, **You** must return any payments made by Insurers under the terms of the Policy).
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce the amount to be paid on a Claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2. above.

## The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.



## Terms and Conditions

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Authorised Signatory  
Darren Stockman

Pardus Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 826750).

Registered Office: C/O Pkf Littlejohn 15 Westferry Circus, Canary Wharf, London, United Kingdom, E14 4HD.  
Registered in England and Wales. Company Number: 08641930.



## Complaints

At Pardus Underwriting, it is always our intention to provide a first-class standard of service. However, it is appreciated that occasionally things go wrong.

Should **you** wish to make a complaint regarding **your** claim please contact:

Woodgate and Clark Limited  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 4AJ

**Email: [complaintsdept@woodgate-clark.co.uk](mailto:complaintsdept@woodgate-clark.co.uk)**

**Telephone: 01732 848077**

Should **you** wish to make a complaint about the policy or the service we offer please contact:

Pardus Underwriting Limited  
Cranbrook Business Centre  
High Street  
Cranbrook  
Kent  
TN17 3EJ

**Telephone: 02037351600**

If **you** remain dissatisfied after **your** complaint has been considered, or **you** have not received a final decision within eight (8) weeks, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange  
London E14 9SR

**Telephone: 0800 0234567 (for landline users)**

**Telephone: 0300 1239123 (for mobile users)**

**Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

**Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**



## Compensation Scheme

**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** were 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](http://www.fscs.org.uk)

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

## How to Make a Claim

At Pardus Underwriting We understand that claims form a critical component of Our offering the moment the Policy becomes tangible, and We are relied upon to deliver upon Our commitment to **You**.

To report a claim please contact:

Claims Telephone Number: **01732 520263**

Claims Email Address: **[newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)**



## Data Protection

Pardus Underwriting are committed to protecting and respecting **Your** privacy.

Any personal data **You** supply to **Us** will be treated in accordance with the Data Protection Act 1998 (the “Act”) and any other legislation intended to protect **Your** personal information and privacy.

Any personal data provided to **Us**, including sensitive personal data (such as information relating to health or criminal convictions), will be processed by **Us** for the purposes of:

- (a) Providing insurance, handling claims and any other related purposes.
- (b) Offering renewal, research or statistical purposes.
- (c) Providing **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**, where **You** have consented to be contacted for such purposes.
- (d) Notifying **You** about changes to **Our** service.
- (e) Safe guarding against fraud and money laundering.

The personal data that **We** collect from **You** may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for **Us** or for one of **Our** suppliers. Such staff maybe engaged in, among other things the provision of support services. Where **We** transfer **Your** personal data outside of the EEA, **We** will take all steps reasonably necessary to ensure that it is treated securely.

Pardus Underwriting may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include:

- (a) **Our** group companies, which means **Our** subsidiaries, **Our** ultimate holding company and its subsidiaries, as defined in Section 1159 of the UK Companies Act 2006.
- (b) Affinity partners.
- (c) Reinsurers.
- (d) Other insurance intermediaries.
- (e) Insurance reference bureaus.
- (f) Credit agencies.
- (g) Medical service providers.
- (h) Fraud detection agencies.
- (i) Loss adjusters.
- (g) Solicitors/barristers.
- (h) Accountants.
- (i) Regulatory authorities; and
- (j) As may be required by law.

**You** have the right to ask **Us** not to process **Your** personal data for marketing purposes. **We** will usually inform **You** (before collecting your data) if **We** intend to use **Your** data for such purposes or if **We** intend to disclose **Your** information to any third party for such purposes. **You** can exercise **Your** right to prevent such processing by checking certain boxes on the forms **We** use to collect **Your** data.





**You** have the right to access any personal information **We** hold about **You**. **Your** right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet **Our** costs in providing **You** with details of the information **We** hold about **You**.

For access to **your** personal data please write to; The Data Protection Officer, Pardus Underwriting, Cranbrook Business Centre, Cranbrook, Kent TN17 3EJ

For full details of **Our** privacy policy please visit Our website at [www.pardusunderwriting.com](http://www.pardusunderwriting.com)



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## Policy Definitions

These Definitions apply to **Your** entire **Policy** wherever these words or phrases appear starting with an upper-case letter except where otherwise stated.

### Building(s)

Means property belonging to or for which **You** are responsible in the **Event of Damage** at the **Premises** that is unless otherwise stated in the **Schedule** built mainly of brick stone concrete or other non-combustible materials and includes unless more specifically insured:

- 1) Landlord's fixtures and fittings.
- 2) Glass.
- 3) Outside buildings extensions gangways and annexes.
- 4) Walls gates fences yards driveways car-parks forecourts roads and footpaths.
- 5) Conveyors trunks lines wires service pipes and other equipment on the premises security lighting security cameras and other security or fire protection devices affixed signs television radio satellite receiving aerials communication aerials masts affixed to the building fixed poles fixed pylons and fitting.

### Business

Means **Your** business as stated in the **Schedule**.

### Company/Our/Us/We

Means insurers whose identity is stated in the **Endorsement** entitled **Identity of Insurers** attaching to the **Schedule**.

### Contractual Liability

Means liability attaching to **You** by virtue of a contract but which would not have attached in the absence of such contract.

### Conveyance

Means any water and/or air and/or road and/or rail conveyances of every description.

### Damage

Means physical loss or destruction of or damage to **Property**.

### Data

Means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

### Denial of Service Attack

Means any actions or instructions constructed or generated with the ability to **Damage** interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems.

The **Definition of Denial of Service Attack** includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and among networks.

### Electronic Data

Means 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 programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Employee(s)**

Means:

- 1) Anyone under a contract of service or apprenticeship with **You**.
- 2) Any:
  - a) Labour master or labour only subcontractor or person supplied or employed by them.
  - b) Self-employed person.
  - c) Person hired to or borrowed by **You**.
  - d) Person engaged under a work experience youth training or similar scheme.
  - e) Voluntary helper.
  - f) Outworker or homeworker.

Under **Your** control and supervision while working for **You** in connection with **Your** Business.

**Endorsement(s)**

Means the document(s) detailing modifications made to the insurance provided under the **Policy** or **Section**.

**Event**

Means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause.

**Excess**

Means the amount **You** or any party entitled to indemnity will contribute in relation to every **Event** insured at each **Premises** each and every loss before **We** assume any responsibility to make a payment for and applies after the application of all other terms and Conditions including any **Condition of Average** (underinsurance).

The **Excess** does not form part of the **Limit of Liability** and is payable by **You** before the application of the **Limit of Liability**.

**Goods**

Means the insured **Property** being types of goods stated in the **Schedule** that are new unused and of recent manufacture but does not include goods shipped on or above deck unless the goods are in fully enclosed metal **Containers**, or **We** state otherwise in the **Schedule**.

**Hacking**

Means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether **Your Property** or not.

**Incident**

Means an **Event of Damage** to insured **Property** used by **Your Business** carried on at the **Premises**.

**Insured/You/Your**

Means the person or corporate body or organisation detailed in the Schedule.

**Microchip**

Means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.



**Period of Insurance**

Means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium.

**Pollution or Contamination**

Means:

- 1) Pollution or contamination of **Buildings** or structures or of water or land/or the atmosphere.  
And
- 2) All loss **Damage** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination.

**Premises**

Means the location of insured **Property** occupied by **You** for the purposes of **Your Business** and includes the grounds within the boundaries for which **You** are responsible as stated in each respective **Section** of the **Schedule**.

**Property**

Means material property.

**Proposal**

Means any completed proposal form and/or information provided by **You** or on **Your** behalf in connection with this insurance **Policy** including all declarations and/or statement of fact and/or instructions.

**Schedule**

Means the document stating the operative **Section(s)** **You** have chosen the **Period of Insurance** and details **Your Business** the **Limit of Liability** or **Sum Insured** and/or **Total Sum Insured** and/or **Insurance Provided** under the **Sections(s)**.

**Section(s)**

Means the parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**.

**Specified Perils**

Means the numbered specified perils detailed in the **Material Damage Section** of this **Policy**.

**Sum Insured**

Means the maximum amount **We** will pay for each item insured under any **Section**.

**System**

Means computers other computing and electronic equipment linked to a computer hardware software programs data electronic data processing equipment **Microchip** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

**Territorial Limits**

Means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not **Offshore Activity**.

**Terrorism**

Not applicable to **Liability Section**.

Means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of **Her Majesty's Government** in the United Kingdom or any other government de jure or de facto.



**Transit**

Means from the time the **Property** is loaded into the carrying **Conveyance** and continues during the course of transit until the time it is unloaded at its destination including the period during loading and unloading on to or from the carrying **Conveyance**.

**Turnover**

Means the **Money** paid or payable to **You** for goods sold and delivered and for services rendered in the course of **Your Business** at the **Premises**.

**Unattended**

Means where there is no one allocated responsibility for keeping the **Property** and/or **Conveyance** vehicle and/or trailer and/or **Conveyance** under observation with a reasonable prospect of preventing any unauthorised interference.

**Unoccupied**

Means any Building or any portion of a **Building** that is untenanted and/or unfurnished and/or no longer in active use and/or empty for a consecutive period of 30 days or longer.

**Virus**

Means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **System** transmitted between **Systems** by transfer between computer **Systems** via networks extranets internet electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.



## Policy Conditions

### Alteration of Risk

The insurance under this **Policy** will cease if after the commencement of this insurance:

1. **Your** interest ceases except by death.
2. **Your** Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued.
3. The risk of **Damage** accident or **Bodily Injury** is materially increased unless **We** state otherwise in writing.

### Misrepresentation Misdescription or Non-disclosure

**You** must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this **Policy** including.

If **You** knew **You** did not provide a fair presentation of the risk or if **You** did not care whether **You** made a fair.

Presentation of the risk **We** may avoid this **Policy** and retain all premiums and **You** shall reimburse **Us** in respect of all payments already made by **Us**.

In all other cases if **You** did not provide a fair presentation of the risk **Our** rights are set out below:

1. If **We** would not have entered into this **Policy** if **You** had made a fair presentation of the risk, **We** may avoid this **Policy** and return all premiums to **You** and **You** shall reimburse us in respect of all payments already made by **Us**.
2. If **We** would have entered into this **Policy** but on different terms other than as to premium this **Policy** will be treated as if it had been entered into on those different terms.
3. In addition, if **We** would have entered into this **Policy** but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that **We** shall be required to pay.  
$$X = \text{premium charged} \div \text{the premium that would have been charged if } \mathbf{You} \text{ made a fair presentation of the risk all multiplied by } 100.$$
4. If **We** would have charged a higher premium and would have entered into the **Policy** on different terms both paragraphs 2 and 3 above shall apply.

### Conditions Precedent and Warranties

It is a condition precedent to **Our** liability that **You** comply with all terms, conditions and exclusions of this **Policy**, insofar as they relate to anything to be done or complied with by **You**.

Where:

- (i) There has been a failure to comply with a term (express or implied) of this **Policy**, other than a term which defines the risk as a whole.  
and;
- (ii) Compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **Insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it



occurred.

If **You** breach any warranty in this **Policy**, **Our** liability under the **Policy** shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

#### **Fraud**

If any claim under this **Policy** is in any respect fraudulent or if any fraudulent means be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any **Damage** be occasioned by the wilful act or with **Your** connivance **We** may terminate this **Policy** with effect from date of the fraudulent or wilful act and **We** shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and **We** shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and **We** shall be entitled to retain all premiums paid in respect of the **Policy**.

#### **Cancellation**

##### 1) **Your** rights:

1.1) **You** may cancel this **Policy** in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of **Policy** documentation whichever is the later (this is known as the 'cooling off' period).

**You** may exercise this right by writing to **Your** insurance adviser or **Us** instructing cancellation and returning all documentation to **Your** insurance advisor. **We** will refund the full amount of any premium paid by **You**.

If a claim has been made or an incident notified to **Us** that could give rise to a claim during the 'cooling off' period that **Policy** will be treated as in force and no such refund will be made.

This right does not apply at the first or any subsequent renewal of this **Policy**.

1.2) **You** may cancel this **Policy** after the 'cooling off' period by sending written notice of cancellation by registered post to **Your** insurance advisor.

Such cancellation will be effective no more than sixty days after the date of posting. At **Our** discretion, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient notice and the effective date and hour of cancellation stated in the notice shall become the end of the **Period of Insurance**.

If **You** cancel this policy then **You** may be entitled to a proportionate refund premium based on the number of days remaining in the **Period of Insurance**, unless a claim has been made or an incident notified to **Us** which could give rise to a claim, during the **Period of Insurance** whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to **You** will be calculated by **Us** in accordance with the process set out above. The calculation made by **Us** will be final and binding.



## 2) Our rights:

**We** may cancel this **Policy** at any time by providing **You** with 14 days' notice of cancellation by recorded delivery letter to **Your** last known **Business** address.

If **We** cancel the **Policy** then **You** will be entitled to a proportionate refund of the premium based on the number of days remaining in the **Period of Insurance**, unless a claim has been made or an incident notified to **Us** which could give rise to a claim during the **Period** of Insurance when no refund of premium will be made.

## 3) Certificate of Insurance:

If this **Policy** is cancelled, **You** must return to **Us** any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

**Claims (Action to be taken by You)**

Not applicable to the **Business Interruption Section** or **Loss of Licence Section** or **Goods in Transit Section**.

It is a condition precedent to any liability of **Ours** to make any payment under this **Policy** that **You** will:

- 1) Give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Policy** with full particulars of such **Event**.
- 2) Notify **Us** and the police immediately that it becomes evident any **Damage** has been caused by **Specified Perils** 6) Malicious Persons and/or Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover any guilty person and to trace and/or recover the Property insured or Money.
- 3) Deliver to **Us** at **Your** own expense within 30 days after the **Event of Damage** giving rise to a claim or 7 days in the **Event of Damage** being caused by **Specified Perils** 5) Riot Civil Commotion Strikers Locked-out Workers and/or 6) Malicious Persons or such further time as **We** may allow:
  - a) Full information in writing of the Property lost destroyed or Damaged and of the amount of damage.
  - b) Details of any other insurances on any Property hereby insured.
  - c) All such proofs and information relating to the claim as may be reasonably required.
  - d) If requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details.
- 4) Provide all additional information **We** may require within the time stipulated by **Us**.
- 5) Forward unanswered to **Us** immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- 6) Give immediate notice in writing to **Us** of any impending prosecution inquest or fatal accident inquiry.
- 7) At all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice directions and pre- action protocols as may be in force.
- 8) Carry out and permit to be taken any action which may be reasonably practicable to prevent further damage.





**Claims (Our Rights)**

Not applicable to Liability Section.

It is a condition precedent to any liability of **Ours** to make any payment under **Policy** that in the **Event** of **Damage** for which a claim is or may be made to **Us** and any person authorised by **Us** may without hereby incurring any liability or diminishing any of **Our** rights under this **Policy**:

- 1) Enter any site or **Premises** where **Damage** has occurred and take and keep possession of the **Property** insured.
- 2) Deal with any salvage as it deems fit but no **Property** may be abandoned to **Us** if **We** elect or become bound to reinstate or replace any **Property** **You** shall at **Your** own expense produce and give to **Us** all such plans documents books and information as **We** shall reasonably require.

**We** shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one **Property** insured Item more than the **Sum Insured** or **Limit of Liability** stated in the **Schedule**.

**Claims (Conduct and Control)**

It is a condition precedent to any liability of **Ours** to make any payment under this **Policy** that no admission offer promise payment or indemnity shall be made or given by or on behalf of **You** without **Our** written consent.

**We** shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for indemnity or damages or otherwise.

**We** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

**Claims (Contribution)**

Not applicable to **Liability Section**.

If at the time of any **Damage** there is any other insurance effected by or on **Your** behalf covering any of the **Property** lost or **Damaged** **Our** liability hereunder shall be limited to its rateable proportion of such **Damage**.

**Claims (Reinstatement)**

If at **Our** option, any **Property** is to be reinstated or replaced **You** will at **Your** own expense provide all such plans documents books and information as may be reasonably required.

**We** will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one **Property** insured Item more than the **Sum Insured** or **Limit of Liability** stated in the **Schedule**.



**Claims (Subrogation)**

Any claimant under this **Policy** shall at the request and expense of **Us** take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

**Premium Adjustment**

If the premium for any **Section** or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by **You**.

At all times **You** will allow **Us** to inspect such record and shall supply such particulars as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall thereupon be adjusted by **Us** subject to the **Minimum Premium** chargeable for the **Section** as stated in the **Schedule** being retained by **Us**.

At **Our** request **You** shall supply an auditors certificate in support of such particulars.

If **You** fail to supply such particulars within the period stated by **Us** We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

**Protections**

Not applicable to the Liability Section.

**You** shall ensure that:

- 1) All protections in force at the **Premises** at the inception of this **Policy** or subsequently as stipulated by or agreed by **Us** shall be in full operation securing the **Premises** whenever the **Premises** are closed for **Your Business** or left unattended.
- 2) Any keys for the **Premises** and/or intruder alarm installation and/or safes and/or strongrooms and/or any other secured area or device in which **Property** insured is kept are removed from the **Premises** whenever the Premises are closed for **Your Business** or left unattended.
- 3) Awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the **Premises**.

The codes shall be changed immediately following the departure from the **Your Business** of an authorised person.

**We** shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst **You** are not in full compliance with the obligations above.

**Reasonable Precautions**

**You** shall take all reasonable precautions:

- 1) To prevent any **Event** which may give rise to a claim under this **Policy**.
- 2) To maintain **Your Premises** and machinery and everything used in **Your Business** in proper repair.
- 3) In the selection and supervision of **Employees**.
- 4) To comply with all statutory and other obligations and regulations imposed by any authority.
- 5) To make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.



Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this **Policy** if the non-compliance could not have increased the risk of the loss which actually occurred whilst **You** are not in compliance with the obligations above.

**We** shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst **You** are not in full compliance with the obligations above.

### Subjectivity

- 1) **We** will clearly state in a **Subjectivity Endorsement** attaching to the **Schedule** if the indemnity provided by this **Policy** is subject to **You**
  - 1.1) Providing **Us** with any additional information requested by the required date(s).
  - 1.2) Completing any actions agreed between **You** and **Us** by the required date(s).
  - 1.3) Allowing **Us** to complete any actions agreed.
- 2) If **We** require **You** must allow **Us** access to **Your Premises** or contract sites or **Business** to carry out survey(s) and state any risk requirements or actions which require **Your** compliance by the required date(s).

Upon completion of risk requirements or actions or where they are not completed by the required dates **We** may at **Our** option:

- 1) Modify the premium.
- 2) Issue a mid-term **Endorsement** to the **Policy** or **Section** terms **Conditions** and **Exclusions**.
- 3) Require **You** to make alterations to the **Premises** or contract sites or **Business** insured by the required date(s).
- 4) Exercise **Our** right to cancel the **Policy**.
- 5) Leave the **Policy** or **Section** terms **Conditions** and **Exclusions** and the premium unaltered.

**We** will contact **You** or **Your** insurance adviser with **Our** decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect **Our** requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider **Your** comments and where **We** consider appropriate **We** will continue to negotiate with **You** or **Your** insurance adviser and/or representatives to resolve the matter to **Your** and **Our** satisfaction.

In the event the matter cannot be resolved:

- 1) **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and the **Policy** Condition Cancellation 3) Return of premium applies.
- 2) **We** may at **Our** option exercise **Our** right under 2) **Our** rights of the **Policy** Condition Cancellation.

Except where stated all other **Policy** and **Section** terms **Conditions** and **Exclusions** will continue to apply If **We** exercise either option a) or b) or c) above **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and the **Policy** Condition Cancellation 3) Return of premium applies.



The above Condition does not affect **Our** rights at Common Law.

**Rights of Third Parties**

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

**Assignment**

**You** shall not assign any of the rights or benefits under this **Policy** and/or any **Section** of this **Policy** without **Our** prior written consent.

**We** will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** and/or any **Section** of this **Policy**.

**Several Liability**

**Our** liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of **Insurers**. **We** are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co- Insurer who for any reason does not satisfy all or part of its obligations.



## Policy Exclusions

### WAR AND CIVIL WAR

Notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostiles (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### TERRORISM

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this insurance excludes 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.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.

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 be upon **You**.

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

### CYBER

Notwithstanding any provision to the contrary herein or any endorsement thereto, it is understood and agreed that this Policy does not insure, 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.

**ELECTRONIC DATA** means 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.

**COMPUTER VIRUS** means 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 PROCESSING MEDIA VALUATION**

Notwithstanding any provision to the contrary within this **Agreement** or any endorsement thereto, it is understood and agreed as that should electronic data processing media insured by this **Agreement** suffer physical loss or damage insured by this **Agreement**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **ELECTRONIC DATA** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **ELECTRONIC DATA**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Agreement** does not insure any amount pertaining to the value of such **ELECTRONIC DATA** to the assured or any other party, even if such **ELECTRONIC DATA** cannot be recreated, gathered or assembled.

**ELECTRONIC DATA** means 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.

#### **NUCLEAR, CHEMICAL, BIOLOGICAL, RADIOLOGICAL**

Any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination shall be excluded.

#### **SANCTIONS**

**WE** shall be deemed to provide cover and **WE** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **US** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.

#### **NUCLEAR ENERGY RISKS**

This Policy shall exclude Nuclear Energy Risks whether such risks are written directly and / or by way of insurance and / or via Pools and / or Associations.

For all purposes of this Policy, Nuclear Energy Risks shall mean all first party and / or third-party insurances (other than Workers' Compensation and Employers' Liability) in respect of:

- I. All Property on the site of a nuclear power station.



Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

- II. All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
  - (a) The generation of nuclear energy or
  - (b) The Production, Use or Storage of Nuclear Material.
- III. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.
- IV. The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- I. Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).
- II. Any Machinery Breakdown or other Engineering insurance or insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any insurance whatsoever in respect of:
  - (a) Nuclear Material,
  - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.
2. The provision of any insurance or for the under noted perils:
  - Fire, lightning, explosion,
  - Earthquake,
  - Aircraft and other aerial devices or articles dropped there from,
  - Irradiation and radioactive contamination,
  - Any other peril insured by the relevant local Nuclear Insurance Pool and / or Association.

In respect of any other Property not specified in 1. above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

#### **Definitions**

Nuclear Material means:

- i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and



- ii) Radioactive Products or Waste.

Radioactive Products or Waste means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

Nuclear Installation means:

- i) Any Nuclear Reactor,
- ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and
- iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

Nuclear Reactor means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

Production, Use or Storage of Nuclear Material means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

Property shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

High Radioactivity Zone or Area means:

- i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

#### **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS**

This Exclusion shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- i) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- ii) The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- iii) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.





- iv) 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.
- v) Any chemical, biological, bio-chemical, or electromagnetic weapon.

**ASBESTOS EXCLUSION**

It is hereby understood and agreed that this Agreement shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly 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 or any materials containing asbestos in whatever form or quantity.

**COMMUNICABLE DISEASE EXCLUSION**

Notwithstanding any provision to the contrary within this Policy, within any endorsement to this Policy or within any extension to this Policy, this Policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an 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; and
- (b) Coronavirus disease (COVID-19); and
- (c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- (d) Any mutation of or variation of a), b) or c) above; and
- (e) Any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- (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.

This exclusion will not apply in respect of Employer's Liability.



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## Material Damage Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper-case letter except where otherwise stated.

### All Other Contents

Means:

- 1) Deeds documents manuscripts and business books but only for the value of materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein.
- 2) Computer systems records but only for the value of the materials and the cost of clerical labour and computer time expended in reproducing such records other than any expenses in connection with the production of information to be recorded therein and not for the value to **You** of the information contained therein up to a maximum limit of £25,000.
- 3) Wines spirits cigarettes and tobacco goods held for **Business** entertainment purposes up to a maximum limit of £750 and if not otherwise Insured.
- 4) Money up to a maximum limit of £1,000.
- 5) Patterns models moulds plans and designs.
- 6) Directors' or partners' or Employees' and visitors' personal effects other than motor vehicles up to a maximum of £1,000 in respect of any one person.
- 7) Tenants improvements, alterations and decorations whilst in or on the Building(s).
- 8) Furs jewellery gold silver or other precious metals or precious stones or curiosities rare books or works of art for an amount not exceeding £750 any one article or £5,000 in total.
- 9) All Other Contents in the open yards at the Premises.

### Basis of Claims Settlement

Means either A or B below depending on which is shown in the Schedule.

**A:** Reinstatement – the amount payable in respect of insured Property will be the cost of the reinstatement of the Damage and for this purpose 'reinstatement' means:

- 1) The rebuilding or replacement of Property Damage which provided Our liability is not increased may be carried out:
  - 1.1) In any manner suitable to **Your** requirements.
  - 1.2) Upon another site.
- 2) The repair or restoration of Property Damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new provided that:
  - 2.1) Our liability for the repair or restoration of Property Damage in part only shall not exceed the amount which would have been payable had such Property been wholly lost.
  - 2.2) Each item insured is subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance).



If at the time of reinstatement the sum representing 85 per cent of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage **Our** liability shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time.

- 2.3) No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made:
- i) Unless reinstatement commences and proceeds without unreasonable delay.
  - ii) Until the cost of reinstatement shall have been actually incurred.
- 2.4) All the terms Conditions and Exclusions of this Policy or Section shall apply:
- i) In respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby.
  - ii) Where claims are payable as if this Basis of Claims Settlement had not been incorporated including any Condition of Average (underinsurance).
- 2.5) **You** will at **Your** own expense provide all such plans documents books and information as may be reasonably required.
- 2.6) **We** shall not be bound to reinstate exactly but only as circumstances permit.

or

**B:** Indemnity – the amount payable in respect of Stock and/ or all other insured Property will be the value at the time of Damage or at **Our** option the cost of reinstatement or replacement of such Property or any part of it provided that each item subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance) If at the time of Damage the Sum Insured for each item is less than 85 per cent of the value of the item insured then **Our** liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property

Note: If Section Condition Day One Average is shown to apply in the Schedule then both A and B are deleted

### **Computer Equipment**

Means:

- 1) All computer equipment (including interconnecting wiring fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding:
  - 1.1) Computers which are an integral part of any item of process or production machinery.
  - 1.2) Fixed vehicle satellite navigation systems.
- 2) Ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access, equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices anti- theft devices which have been approved by **Us** gas flooding equipment and pipe work and computer room partitioning.



- 3) Programs and/or information stored upon fixed discs.
- 4) All current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information thereon owned by or on deferred purchase leased hired rented or for which the **You** are responsible.

**Machinery**

Means Machinery Plant and All Other Contents **Your Property** or for which **You** are responsible while on the Premises excluding landlord's fixtures and fittings Stock and materials in trade and Property more specifically insured.

**Stock**

Means Stock and materials in trade **Your Property** or for which **You** are responsible while in the Buildings or in the open yards at the Premises.

**Section Cover – Material Damage**

Damage occurring during the Period of Insurance caused by a Specified Peril described in this Section and not stated to be otherwise excluded in the Schedule.

**Limit of Liability**

**Our** liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and/or Endorsement to this Section.

**Specified Perils**

- 1) **Fire** but excluding Damage caused by:
  - 1.1) Specified Perils 3) Explosion resulting from Fire
  - 1.2) its own spontaneous fermentation or heating
  - 1.3) its undergoing any heating process or any process involving the application of heat
  - 1.4) Specified Peril 7) Earthquake
  - 1.5) Specified Peril 8) Subterranean Fire
  - 1.6) Specified Peril 2) lightning
- 2) **Lightning**
- 3) **Explosion** but excluding Damage:
  - 3.1) Caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control.
  - 3.2) In respect of and originating in any vessel machinery or apparatus or its contents belonging to You or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service.



- 4) **Aircraft** or other aerial devices or articles dropped therefrom.
- 5) **Riot Civil Commotion Strikers Locked-out Workers** or persons taking part in labour disturbances or Malicious Persons acting on behalf of or in connection with any political organisation excluding Damage:
- 5.1) Arising from cessation of work or from confiscation or destruction or requisition by order of the Government or any public authority.
- 5.2) By Specified Peril 1) Fire caused by strikers locked- out workers or persons taking part in labour disturbances or Specified Peril 6) Malicious Persons.
- 6) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding Damage:
- 6.1) By Specified Peril 16) Theft or Attempted Theft
- 6.2) In respect of any Unoccupied Building.
- 7) **Earthquake.**
- 8) **Subterranean Fire.**
- 9) **Storm** excluding Damage:
- 9.1) By Specified Peril 2) Lightning.
- 9.2) By frost or Specified Peril 15) Subsidence Ground Heave or Landslip.
- 9.3) To fences gates and moveable Property in the open unless the Building is also Damaged by the same Event.
- 9.4) To open sided or fronted Buildings or to the Property contained therein 9.5) by Specified Peril 10) Flood.
- 10) **Flood** excluding Damage by :
- 10.1) Specified Peril 9) Storm
- 10.2) Specified Peril 11) Escape of Water
- 11) **Escape of Water** from any tank apparatus or pipe excluding Damage:
- 11.1) in respect of any Unoccupied Buildings.
- 11.2) by water discharged or leaking from any automatic sprinkler installation.
- 12) **Impact** by any Vehicle or Animal.
- 13) **Accidental Escape of Water** from any automatic sprinkler installation in the Premises not caused by
- 13.1) Freezing whilst the Buildings belonging to **You** or for which **You** are responsible are Unoccupied.
- 13.2) Specified Peril 3) Explosion 7) Earthquake 8) Subterranean Fire or heat caused by Specified Peril 1) Fire.



**14) Accidental Physical Damage** excluding :

## 14.1) Damage caused by:

- a) Specified Peril 1) – 13) and/or 15) –17) as detailed in this Section and causes excluded therefrom whether these Specified Perils are insured or not.
- b) Inherent vice latent defect gradual deterioration gradually operating cause wear and tear faulty or defective design or materials.
- c) Faulty or defective workmanship operational error or omission on **Your** part or any Employee of **Yours**.
- d) Corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects.
- e) Change in temperature colour flavour texture or finish.
- f) Joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith.
- g) Mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude Damage to surrounding Property not forming part of the same machine apparatus or equipment.
- h) Electrical or magnetic disturbance or erasure of electronic recording.
- i) Acts of fraud or dishonesty.
- j) Unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information.
- k) **You** voluntarily parting with title or possession of any Property or rights to Property.
- l) Confiscation requisition seizure or destruction by order of the government or any public authority.
- m) Cessation of work.
- n) The solidification of molten material unless such Damage is directly caused by any other Specified Peril not otherwise excluded.

## 14.2) Damage to:

- a) Buildings or structures caused by their own collapse or cracking unless resulting from any other Specified Peril not otherwise excluded.
- b) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection.
- c) Property in the open or in Transit.
- d) Vehicles other than forklift trucks and vehicle accessories thereon licensed or intended to be licensed for road use caravans trailers railway locomotives rolling stock watercraft or aircraft.
- e) livestock growing crops or trees.
- f) Jewellery precious stones precious metals bullion furs curiosities rare books or works of art.

## 14.3) Damage resulting from Property undergoing:

- a) Any process of production.
- b) Any process of packaging treatment testing commissioning cleaning servicing repair or any other



similar process but this will not exclude Damage to surrounding Property:

- i) Not forming part of the same machine.
- ii) Not forming part of the same process of production or the same process of packaging treatment testing commissioning cleaning servicing repair or any other similar process.

**15) Subsidence Ground Heave or Landslip** excluding Damage:

- 15.1) Arising from the settlement or movement of made- up ground or by coastal or river erosion.
- 15.2) Occurring as a result of the construction demolition alteration or structural repair of any Property at the Premises.
- 15.3) Arising from the settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslip.
- 15.4) Occurring prior to the inception date of the insurance under this Section.
- 15.5) Caused by subsidence ground heave of any part of the site on which the Buildings stand or landslip resulting from groundworks or excavation at the Premises.
- 15.6) Caused by subsidence ground heave of any part of the site on which the Buildings insured stand or landslip to the yards car parks roads pavements walls gates and fences unless the Buildings insured under this Section are affected at the same time.

**16) Theft or Attempted Theft** including Damage:

- 16.1) Involving forcible and violent entry to or exit from Buildings.
- 16.2) Following assault or violence or threat of assault or violence to **You** or any partner director Employee of **Yours** or members or their families or any other person lawfully on the Premises.
- 16.3) To the Premises for which **You** are responsible as a result of 16.1) above.

But We do exclude Damage:

- a) Caused by **You** or any partner director or Employee of **Yours** or any other person to whom Property has been entrusted excepting collusion.
- b) In respect of:
  - i) Coin and similarly operated gaming and/or amusement machines or their contents.
  - ii) Money except as provided for within All Other Contents.
  - iii) Livestock growing crops or trees furs jewellery gold silver or other precious metals, or precious stones or curiosities works of art or rare books except as provided for within All Other Contents.
  - iv) To Property in gardens yards open spaces or in open sided or fronted Buildings or in Buildings not on permanent foundations.

Unless **We** state otherwise in the Schedule.

**17) Escape of Fuel Oil** from any fixed heating installation tank apparatus or pipe excluding Damage in respect of any Unoccupied Building.



## Section Extensions – Material Damage

The terms Conditions and Exclusions of this Policy and/ or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies.

### Additional Metered Supply Charges

This Extension provides insurance for additional metered charges incurred by **You** or for which **You** are responsible as a result of Damage at the Premises.

Our maximum liability is up to £25,000 in respect of any Event of Damage but excludes all and any claims where following discovery no remedial action is taken within 7 days of the Event of Damage.

### Annexes

The Buildings or other Property owned by **You** or for which **You** are responsible include:

- 1) Annexes conveniences external hoists gangways and staircases.
- 2) Extensions communicating with any of the Buildings.
- 3) Sub-stations insured under the respective Buildings or other Property items to which such Property is attached or belongs.

### Automatic Reinstatement

In the absence of written notice from **Us** or **You** to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return **You** undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof.

### Capital Additions

This Extension provides insurance for:

- 1) Alterations additions and/or improvements to the Property but not any appreciation in value.
- 2) Newly acquired and/or newly occupied Property provided **Your** interest is not otherwise insured anywhere in the Territorial Limits .

Provided that:

- a) At any one Premises this Extension will not exceed 10 per cent of the Sum Insured under the respective item or £500,000 in the aggregate whichever is the less.
- b) **You** will advise **Us**:
  - i) Every 6 months in respect of any such alterations additions and improvements.
  - ii) As soon as practicable of any newly acquired and/or newly occupied Property.

**You** will pay the appropriate additional premium required from inception of any additional insurance provided.

The additional Sum Insured declared will be added by Endorsement to the respective Schedule Sum Insured whereupon these provisions shall be fully reinstated.





**Collusion**

If Specified Peril 16) Theft or Attempted Theft is operative this Section extends to include Damage resulting from collusion by any Employee of **Yours** provided such Damage is insured under Specified Peril 16) Theft or Attempted Theft 16.1).

**Continuing Interest and Hire Charges**

This Extension includes the continuing interest or hiring charges for Property that **You** are responsible for and are unable to recover under the terms of a lease or similar agreement following Damage to Property at the Premises.

Our Limit of Liability under this Extension is £10,000.

**Contract Price**

If a contract for the sale of Goods which are not yet delivered is cancelled following Damage to the Goods by reason of conditions attaching to the contract then We will pay the contract price to **You**.

Where this Extension applies following Damage the value of all Goods will be ascertained on this basis.

**Contract Works**

This Extension provides insurance for Contract Works where **You** have contracted to arrange insurance for any buildings and will only apply where no other Contract Works insurance Policy exists to provide an indemnity.

Our maximum liability is up to £150,000 in respect of any Event of Damage and We shall not be liable for the first £1,000 of each and every loss.

**Contractors Interest**

Where **You** are required to effect insurance on the insured Property in the joint names of **Yourself** and the contractor under the terms of a contract condition then the interest of the contractor in the insured Property is noted as joint Insured provided that **You** advise Us of details of any single contract valued at £150,000 or more in advance of the commencement of the work and agree to pay any additional premium We may require.

**Data Processing and Ancillary Equipment**

This Extension includes Damage to data processing and ancillary equipment caused by dryness or dampness of atmosphere extremes of temperature corrosion or rust if directly resulting from an Event of Damage to any air conditioning facilities.

**Debris Removal**

This Extension includes costs and expenses necessarily incurred by **You** with **Our** consent in:

- 1) Removing debris from.



- 2) Dismantling and/or demolishing.
- 3) Shoring up or propping up.

The portion or portions of the Property insured by the items stated in the Schedule following Damage.

Our liability under this Extension in respect of any item shall in no case exceed the Sum Insured.

This Extension does not include any costs and expenses:

- a) Incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto.
- b) Arising from Pollution or Contamination of Property not insured by this Section.

### **Designation**

We agree for the purpose of determining an item heading for any Property insured to accept the designation of such Property stated in **Your** accounts.

### **Drain Clearance**

This Extension provides insurance for costs and expenses necessarily incurred in clearing drains sewers and gutters on **Your** Premises where **You** are responsible and liable following Damage.

### **European Union & Public Authorities**

This Extension provides insurance for additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with:

- 1) European Union legislation.
- 2) Building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are hereinafter referred to as "the regulations".

In respect of the destroyed or Damaged Property thereby insured.

This Extension does not apply to:

- a) The cost incurred in complying with the regulations:
  - i) In respect of Damage occurring prior to the granting of this Section Extension.
  - ii) In respect of Damage not insured by this Section.
  - iii) Where notice has been served upon **You** prior to the Damage occurring.
  - iv) For which there is an existing requirement which has to be implemented within a given period.
  - v) In respect of undamaged Property or undamaged portions of Property of that portion of the Property destroyed or damaged.
- b) The additional cost that would have been required to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the regulations not



arisen.

- c) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with the regulations.

Provided that:

- 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to Our liability under this Extension not being thereby increased.
- 2) If Our liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exclusions of this Section then Our liability under this Extension in respect of any such item shall be reduced in like proportion.
- 3) The total amount recoverable under any item of this Section and Extension shall not exceed.
  - 3.1) In respect of European Union legislation:
    - a) 15 per cent of the Sum Insured.
    - b) Where the Sum Insured by the Item applies to Property at more than one Premises 15 per cent of the total amount for which We would have been liable had the insured Property by the item at the Premises where Damage had occurred been totally destroyed.
  - 3.2) In respect of building or other regulations under or framed in pursuance of any Act of Parliament and/or bye-laws of any public authority the Sum Insured.

#### **Exhibitions and Demonstrations**

This Extension provides insurance for Property stated in the Schedule whilst temporarily removed from the premises (including Transit to and from) to an exhibition or demonstration site within the Territorial Limits.

Our maximum liability is up to £10,000 during any one Period of Insurance.

If Specified Peril 16) Theft or Attempted Theft is operative then the following wording is added to Specified Peril 16) Theft or Attempted Theft but We do exclude Damage.

- 1) Not involving forcible and violent entry to or exit from exhibition or demonstration buildings unless the exhibition or demonstration buildings are protected by permanently sited security guards.

#### **Extinguishment and Alarm Resetting Expenses**

This Extension provides insurance for costs necessarily and reasonably incurred by **You** in refilling fire extinguishing appliances replacing used sprinkler heads resetting fire and/ or intruder alarms as a result of Damage to the Property insured.



**Fire Extinguishment Expenses**

This Extension includes where not otherwise recoverable extinguishment expenses reasonably incurred by **You** in order to minimise Damage.

Our maximum liability is up to £25,000 in respect of any Event of Damage.

**Glass**

This Extension provides insurance for Damage for which **You** are responsible including all fixed plain sheet and/or plain plate glass in windows doors fanlights skylights partitions furniture displays show cases counters shelves neon and/or illuminated signs electric light fittings and fixed sanitary ware.

Following Damage **We** will include costs necessarily and reasonably incurred for:

- 1) Damage to any lettering embossing beading silvering or ornamental work up to a maximum limit of £1,000 for any one Event.
- 2) Boarding up repair and/or replacement of window frames framework security fittings and/or alarm foil up to a maximum limit of £1,000 for any one Event.
- 3) Damage to Goods displayed up to a maximum limit of £1,000 for any one Event provided such Damage was not a direct result of Specified Peril 16) Theft or Attempted Theft.

This Extension does not include Damage caused by or arising from:

- 3.1) Repairs alterations or other fitting to the Premises
- 3.2) defects in frames and framework.
- 3.2) Any Unoccupied Building.
- 3.3) Faulty or defective workmanship on **Your** part or any of **Your** Employees.
- 3.4) Wear tear gradual deterioration mechanical or electrical breakdown of neon and illuminated signs and electric light fittings.

**Landscaping and Garden Restoration**

This Extension provides insurance for the costs of restoration of gardens and ornamental features caused by the fire brigade or other emergency services attending the Premises following Damage to the Property insured.

Our maximum liability is up to £25,000 in respect of any Event of Damage.

**Leased and Rented Premises – Difference in Limits and Difference in Conditions**

This Extension includes Damage to Buildings within the Territorial Limits which are insured under a more specific insurance but for which **You** are legally liable as tenant and not as owner in accordance with the requirements of the lease and **You** are not required to insure the Buildings under contract but only when the cover within this Section is broader in meaning or scope than those of such more specific insurance.

Where cover under such more specific insurance by virtue of its terms Condition or Limits of Liability fail to indemnify **You** in whole or in part then **We** will provide indemnity to **You** subject to all of the Section and Policy terms Condition Exclusions provided that:

- a) **We** shall not be liable for more than £500,000 any one claim.



- b) The Sum Insured under such more specific insurance represents the full reinstatement cost or where applicable the full indemnity value.
- c) Any claim for Damage must first be submitted to the insurer of such more specific insurance.

**This Extension shall not provide an indemnity**

- a) In respect of any deductible or Excess applicable under such more specific insurance.
- b) Where **You** become aware that the Buildings are not insured by the landlord.
- c) For any Damage that is insured under such more specific insurance.
- d) From any Damage arising from a contingency which is specified in the lease which is to be insured by the landlord.
- e) Where such more specific insurance has been cancelled lapsed or avoided as a result of an act or omission on **Your** part.
- f) Where such more specific insurance fails due to the breach of any Condition contained therein.

**We shall not be liable and no amount shall be recoverable under this Extension**

- a) In respect of any shortfall in the indemnity provided by such more specific insurance due solely to the operation of any Average (underinsurance) condition.
- b) In respect of Damage of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of Terrorism.

**Loss Minimisation and Prevention Expenditure**

This Extension includes costs and expenses necessarily incurred by **You** with **Our** consent in:

- a) Preventing or reducing imminent Damage which would have been insured under this Section.
- b) Reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage provided that:
  - i) The impending Damage was not reasonably foreseeable earlier and would not be the natural outcome if such costs and expenses were not incurred.
  - ii) The impending Damage did not arise from any defect in the Property insured.
  - iii) The Damage is not more specifically insured under this or any other policy bond indemnity security or other legally binding contract.

Our liability under this Extension shall not exceed £25,000 in respect of any one claim.

**Moulds Tools and Dies**

This Extension provides cover for moulds tools and dies belonging to **You** or for which **You** are responsible whilst at any other premises not occupied by **You** within the Territorial Limits including whilst in transit thereto and therefrom by road rail or inland waterway.

Our maximum liability shall not exceed £10,000 any one claim.



**Non-invalidation**

The insurance provided by this Section will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to **You** or beyond **Your** control provided that **You** give notice to Us immediately when **You** become aware of any act or omission or alteration and agree to pay any required additional premium.

**Other Interests**

The interest of parties having a financial interest in supplying Property to **You** under a hiring leasing mortgage and/or similar agreement is noted by this Extension the nature and extent of any such interest to be disclosed in the Event of Damage.

**Professional Fees**

This Extension provides insurance in respect of each Building and Machinery item for architect's surveyors legal and/or consulting engineer's fees incurred with Our consent in the reinstatement and/or repair of Property insured subsequent to insured Damage but We do not include any fees for preparation or presentation of any claim.

Our maximum liability is up to the Sum Insured of any one Building or Machinery item during any one Period of Insurance.

**Replacement Locks**

If Specified Peril 14) Accidental Physical Damage is operative this Section extends to include any of the keys of the Premises being stolen from **You** or any partner Director or Employee of **Yours** and if not recovered within 7 days We will pay for the replacement of the locks at the Premises to a standard equal to but not better than their original standard provided that We are notified of the Event within 7 days of it occurring.

Our maximum liability is up to £5,000 during any one Period of Insurance.

**Seventy-Two Hour Clause**

In the Event of:

- 1) Specified Perils 7) Earthquake or a series of earthquakes.  
or
- 2) Specified Perils 9) Storm or a series of storms.  
or
- 3) Specified Perils 10) Flood or a series of floods.

Occurring within a 72-hour consecutive period they will be regarded as one Event provided that:

- a) No one individual Earthquake Storm or Flood which occurs outside a 72-hour consecutive period will be accepted in that one Event.
- b) **You** select the time when the 72-hour consecutive period commences.



- c) The 72-hour consecutive period will not operate beyond either expiry of the Period of Insurance or the Policy Condition Cancellation agreed date.

**Stock Seasonal Increase**

The Sum Insured in respect of any Stock items listed within the Schedule shall be increased by 25 per cent during:

- a) The months of November and December and the first 14 days of January annually.
- b) A period of 14 days preceding and succeeding any bank holiday other than a bank holiday occurring during November and December.

**Sprinkler Upgrade Costs**

This Extension includes additional costs of reinstatement incurred with Our consent to upgrade a sprinkler installation to comply with the current edition of the Sprinkler Rules of the Loss Prevention Council provided that the additional costs incurred are solely as a direct result of insured Damage.

Our maximum liability is up to the Sum Insured of any one Building during any one Period of Insurance.

**Subrogation Waiver**

We agree to waive any rights remedies and/or relief to which We may become entitled against any subsidiary or parent company of **Yours** or any fellow subsidiary where **You** are also a subsidiary as defined by current legislation.

**Temporary Removal – Documents**

The insurance of deeds and other documents inclusive of any stamps thereon manuscripts plans and/or writings of every description and both written and/or printed books extends to cover such Property for an amount not exceeding 10 per cent of the value thereof whilst temporarily removed to any premises not in **Your** occupation and in Transit within the Territorial Limits.

This Extension does not include:

- 1) Computer systems records.
- 2) Property that is otherwise insured.

**Temporary Removal – General**

The Property stated in the Schedule except Stock is covered whilst temporarily removed from the Premises for cleaning renovation or repair elsewhere and in Transit within the Territorial Limits.

Our liability under this Extension shall not exceed 10 per cent of the Sum Insured in respect of the item stated in the Schedule.

This Extension does not apply to:

- 1) Motor vehicles and motor chassis licensed for normal road use.



- 2) Property not belonging to **You** other than Machinery.

### **Theft Damage to Buildings**

If Specified Peril 16) Theft or Attempted Theft is operative **We** will indemnify **You** for Damage to the Premises for which **You** are responsible which does not involve forcible and violent entry to or exit from Building.

Our maximum liability is up to £25,000 in the aggregate during any one Period of Insurance.

### **Trace and Access**

This Extension provides insurance for costs necessarily and reasonably incurred with Our consent in locating the source of any escape of water from any fixed domestic water services heating installation and/or escape of fuel oil including subsequent repair to walls floors or ceilings provided that:

- 1) This Section Extension shall not apply to the cost of repairs to any fixed domestic water services or heating installation.
- 2) Our maximum liability is up to £15,000 in respect of any Event of Damage.

### **Transfer of Interest**

If at the time of Damage **You** have contracted to sell **Your** interest in any insured Buildings and the purchase was incomplete but subsequently completes the purchaser on completion of the purchase and where no other insurance Policy exists to provide an indemnity to the purchaser against the Event of Damage **You** will be entitled to the benefit of this Section so far as the insurance relates to such Damage without prejudice to **Your** or Our rights and liabilities under this Section up to the date of completion.

### **Workmen**

Workmen are allowed in or about any of the Premises for the purpose of carrying out minor alterations repairs decorations and/or any maintenance without prejudice to this insurance.

## **Section Conditions – Material Damage**

### **Day One Average**

If Day One Average is shown to apply in the Schedule, then subject to the Special Conditions below the basis upon which the amount payable in respect of the Declared Value for Property insured is to be calculated shall be the reinstatement of the Property damaged and for this purpose 'reinstatement' means:

- 1) The rebuilding or replacement of Property damaged which provided Our liability is not increased may be carried out:
  - a) In any manner suitable to **Your** requirements.
  - b) Upon another site.
- 2) The repair or restoration of Property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.





**You** have stated in writing the Declared Value for each item stated in the Schedule to which this Condition applies and the premium has been calculated accordingly.

Declared Value means **Your** assessment of the cost of reinstatement of the insured Property arrived at in accordance with paragraph 1) shown above at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with and insofar as the insurance by the item provides due allowance for:

- 1) The additional cost of reinstatement to comply with public authority requirements.
- 2) Professional fees.
- 3) Debris removal costs.

Special Conditions:

- 1) At the inception of each Period of Insurance **You** will notify Us of the Declared Value of the insured Property for each of the said items. In the absence of declaration from **You** We will assume the last amount declared by **You** should be taken as the Declared Value for the ensuing Period of Insurance.
- 2) If at the time of Damage, the Declared Value of the Property stated by each item be less than the cost of reinstatement as defined in paragraph 2) shown above at the inception of the Period of Insurance then Our liability for any Damage will not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.
- 3) Our liability for the repair or restoration of Property damaged in part only will not exceed the amount which would have been payable had such Property been wholly destroyed.
- 4) No payment beyond the amount which would have been payable in the absence of this Condition will be made:
  - 4.1) Unless reinstatement commences and proceeds without unreasonable delay.
  - 4.2) Until the cost of reinstatement shall have been actually incurred.
  - 4.3) If the insured Property at the time of its destruction or Damage is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
- 5) All the terms Conditions and Exclusions of this Policy and/or Section apply in respect of any claim payable under the provisions of this Condition except insofar as they are varied hereby.
- 6) Where by reason of any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein or
  - 6.1) **You** elect not to rebuild the insured Property in a condition equal to but not better or more extensive than its condition when new then the provisions of this Condition are cancelled and Our rights and liabilities and **Yours** in respect of the Damage will be subject to the terms Conditions and Exclusions of this Policy and/or Section including the following Condition of Average.

The insurance for each Item of this Section is declared to be subject to Average ie, if the insured Property shall at the breaking out of any Damage insured hereby be collectively of greater value than 108 per cent of the Declared Value stated in the Schedule then **You** will be considered to be **Your** own insurer for the difference and will bear a rateable share of the claim loss amount accordingly.



**Fire Alarms**

**You** hereby undertake to:

- 1) Carry out and record the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed.
- 2) Carry out and record the maintenance procedures specified by the manufacturers of the equipment.
- 3) Notify Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more.
- 4) Record details of all events such as alarm faults tests maintenance and disconnections a keep such details available for examination by Our representatives.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst **You** are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst **You** are not in full compliance with the obligations above.

**Fire Break Doors and Shutters**

All fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst **You** are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst **You** are not in full compliance with the obligation above.

**Fire Extinguishment Appliances**

**You** shall inspect the appliances regularly and remedy promptly any defect disclosed by any such inspection or otherwise.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst **You** are not in compliance with the obligations above.

**We** shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst **You** are not in full compliance with the obligation above.



**Fire Extinguishment – Automatic Sprinkler Installations** In consideration of the discount and/or reduced rate granted for the automatic sprinkler installation(s) **You** will:

- 1) Conduct a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit unless:
  - 1.1) This function is continuously monitored.
  - 1.2) A ring circuit or one break of wire(s) will not prevent an alarm signal being transmitted.
- 2) Conduct a test at least once a week for the purpose of ascertaining the condition of:
  - 2.1) The connection with the public fire station central fire alarm depot or public fire brigade control unless **You** have with a written undertaking from the public fire brigade that they will carry out this test.
  - 2.2) The relevant batteries provided that where the circuit is not continuously monitored test must be made and recorded every working day.
  - 2.3) Have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installation(s) and obtain from them following each inspection certification that they are in satisfactory working order.
  - 2.4) Conduct a test every week for the purpose of ascertaining that the alarm bell is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open.
  - 2.5) Conduct tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests.
  - 2.6) Conduct quarterly or half-yearly tests if required by **Us** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test.
  - 2.7) Remedy promptly any defect disclosed by such tests or otherwise.
  - 2.8) Notify **Us** before any installation is rendered inoperative or immediately in the event of emergency.

We shall have access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation(s).

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst **You** are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst **You** are not in full compliance with the obligations above.

### **Intruder Alarm Installation**

Where the Premises are protected by an Intruder Alarm Installation:

- 1) Such installation is not altered or amended in any way unless such amendment or alteration has been agreed in writing by **Us**.
- 2) Such installation is maintained under contract with the installers or as otherwise approved by **Us**.
- 3) **You** shall immediately notify **Us** upon receipt of any communication giving notice that the level of response



to the Intruder Alarm Installation has been or will be reduced delayed or withdrawn.

- 4) The Premises will not be left Unattended without Our agreement:
  - 4.1) Unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation.
  - 4.2) Where the level of response is reduced to no police attendance or keyholder response only.
- 5) **You** shall appoint at least 2 keyholders and lodge written details (which must be kept up to date) with the:
  - 5.1) Alarm company.
  - 5.2) Alarm receiving centre and
  - 5.3) Police and/or the local authority if they so require.
- 6) In the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set a keyholder shall attend the Premises as soon as possible in order to confirm the security of the Buildings and reset the Intruder Alarm Installation in its entirety.

If the Intruder Alarm Installation cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a keyholder must remain at the Premises unless We agree otherwise.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst.

**You** are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst **You** are not in full compliance with the obligations above.

## Section Exclusions – Material Damage

We will not indemnify **You** for:

- 1) Delay loss of market loss of use or subsequent or inevitable loss and/or Damage of any kind unless specifically insured as an item under this Section.
- 2) Damage to any Property more specifically insured by **You** or on **Your** behalf.
- 3) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by a Specified Peril that is not otherwise excluded.
- 4) Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure.
- 5) Damage to motor vehicles or their contents more specifically insured.
- 6) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment.
- 7) Damage:
  - 7.1) Which originated prior to the inception date of this Section.
  - 7.2) In respect of electrical appliances or installations caused by self-ignition short circuiting overrunning



or excessive pressure.

- 8) Damage attributable solely to change in the water table level.
- 9) Property damage to Property Insured due to pressure waves caused by aircraft and other aerial devices travelling at sonic and supersonic speeds.
- 10) The Excess amount stated in the Schedule.



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## Business Interruption Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated.

### Additional Increased Cost of Working

Means the insurance under this item extends to include further additional expenditure up to the Sum Insured stated in the Schedule beyond that recoverable under Gross Profit or Revenue necessarily and reasonably incurred during the Indemnity Period in consequence of the Incident.

### Annual Rent Receivable

Means the Rent Receivable during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Rent Receivable realised during the period between the date **You** commenced **Your** Business and the Incident.

### Annual Revenue

Means the Revenue during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Revenue realised during the period between the date **You** commenced **Your** Business and the Incident.

### Annual Turnover

Means the Turnover during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Turnover realised during the period between the date **You** commenced **Your** Business and the Incident.

### Business Interruption

Means an Incident resulting from interruption of or interference with **Your** Business carried on at the Premises in consequence of an Incident.

### Customers Accounts

Means all the credit accounts of **Your** Business.

### Disease

Means any of the following diseases sustained by any person acute encephalitis acute infectious hepatitis acute meningitis acute poliomyelitis anthrax botulism brucellosis cholera covid diphtheria enteric fever (typhoid or paratyphoid) food poisoning haemolytic uraemic syndrome(HUS) infectious bloody diarrhoea invasive group A streptococcal disease legionellosis leprosy malaria measles meningococcal septicaemia mumps plague rabies rubella SARS scarlet fever smallpox tetanus tuberculosis typhus viral haemorrhagic fever (VHF) whooping cough and yellow fever.

### Estimated Gross Profit

Means the amount declared by **You** to Us as representing not less than the Gross Profit which it is anticipated will be earned by **Your** Business during the financial year most nearly concurrent with the Period of Insurance



or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

**Estimated Rent Receivable**

Means the amount declared by **You** to Us as representing not less than the Rent Receivable which it is anticipated will be earned by **Your** Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

**Estimated Revenue**

Means the amount declared by **You** to Us as representing not less than the Revenue which it is anticipated will be earned by **Your** Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

**Gross Profit**

Means the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress and the amount of the Uninsured.

**Working Expenses.**

The closing stock and work in progress and opening stock amounts shall be arrived at in accordance with **Your** usual accounts methods.

**Rent Receivable**

Means the money paid or payable to **You** for tenancies and other charges and for services rendered in the course of **Your** Business at the Premises.

**Revenue**

Means the money paid or payable to **You** for services rendered in the course of **Your** Business at the Premises less the amount of any Uninsured Working Expenses.

**Indemnity Period**

Means the period commencing from the date of the Incident and ending no later than the Maximum Indemnity Period stated in the Schedule during which the results of the Business are affected in consequence of the Damage.

**Maximum Indemnity Period**

Means the number of months stated against each item detailed in the Schedule unless stated otherwise by Endorsement.

**New Business**

Means for the purpose of any basis of claims settlement an Incident occurring before **You** have completed **Your** first 12 months Business trading at the Premises.



**Outstanding Debit Balances**

Means an estimate of the total debit declared at the time of the Incident adjusted for:

- 1) Bad debts.
- 2) Amounts debited or invoiced but not debited and credited including credit notes and money not passed through **Your** books of accounts at the time of the Incident to Customers Accounts in the period between the last statement date and Incident.
- 3) Any abnormal condition of trade which had or could have had a material effect on **Your** Business so that the figures adjusted shall represent as nearly as practicable those which would have applied at the Incident.

**Rate of Gross Profit**

Means the rate of Gross Profit earned on the Turnover during the financial year immediately before the Incident or for a New Business on the Turnover during the period between the date **You** commenced **Your** Business and the Incident.

**Standard Rent Receivable**

Means the Rent Receivable during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the date **You** commenced **Your** Business and the date of the Incident.

**Standard Revenue**

Means the Revenue during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Revenue realised during the period between the date **You** commenced **Your** Business and the date of the Incident.

**Standard Turnover**

Means the Turnover during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the date **You** commenced **Your** Business and the Incident.

**Turnover**

Means the money paid or payable to **You** for goods sold and delivered and for services rendered in the course of **Your** Business at the Premises.

**Uninsured Working Expenses**

Means any standing charges of **Your** Business not insured by this Section having been deducted in arriving at the Sum Insured noted in the Schedule to this Section.

All the additional Section Definitions above will be subject to adjustments as may be necessary to provide for the trend of **Your** Business and for variations in or other circumstances affecting **Your** Business either before or





after the Incident or which would have affected **Your** Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

## Section Cover – Business Interruption

Business Interruption occurring in the Indemnity Period following an Incident during the Period of Insurance caused by the operation of a Specified Peril insured under Material Damage Section

Provided that at the occurring of the Business Interruption there shall be in force an insurance covering **Your** interest in the Property insured at the Premises against such Damage and that payment

- 1) Shall have been made or liability admitted or
- 2) Would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

## Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and/or Endorsement to this Section.

## Basis of Claims Settlement

The following settlement headings apply when the insured item(s) below are stated in the Schedule to this Section.

### Estimated Gross Profit or Gross Profit

Means the insurance under this item is limited to loss of Gross Profit due to:

- 1) Reduction in Turnover and
- 2) Increased Cost of Working.

And the amount payable as Indemnity thereunder shall be:

- a) For 1) the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Incident
- b) For 2) the additional expenditure (subject to the provisions of the Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided less any sum saved during the Indemnity Period in respect of such of the charges and expenses of **Your Business** payable out of Gross Profit as may cease or be reduced in consequence of the Incident provided that if the Sum Insured by the item on Estimated



Gross Profit or Gross Profit be less than the sum produced by applying the Rate of Gross Profit to the annual Turnover or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced.

**Estimated Revenue or Revenue**

Means the insurance under this item is limited to:

- 1) Loss of Revenue.
  
- 2) Increased Cost of Working.

And the amount payable as Indemnity thereunder shall be:

- a) For 1) the amount by which the Revenue during the Indemnity Period shall fall short of the Standard Revenue in consequence of the Incident.
- b) For 2) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of the reduction in Revenue thereby avoided less any sum saved during the Indemnity Period in respect of such of the charges and expenses of **Your Business** payable out of Revenue as may cease or be reduced in consequence of the Incident provided that if the Sum Insured by the item on Estimated Revenue or Revenue be less than the Annual Revenue or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced.

**Estimated Rent Receivable or Rent Receivable**

Means the insurance under this item is limited to:

- 1) Loss of Rent Receivable and;
- 2) Increased Cost of Working.

And the amount payable as Indemnity thereunder shall be:

- a) For 1) the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of the Incident.
- b) For 2) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of the reduction in Rent Receivable thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the expenses and charges of **Your Business** payable out of Rent Receivable as may cease or be reduced in consequence of the Incident.

Provided that if the Sum Insured by the item on Estimated Rent Receivable or Rent Receivable be less than the Annual Rent Receivable or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced.



**Increased Cost of Working**

Means the insurance under this item is limited to Increased Cost of Working and the amount payable as Indemnity shall be the additional expenditure incurred:

- a) In moving to or from temporary Premises.
- b) As rent rates taxes and expenses to equip and/or make suitable the temporary Premises for **Your Business**.
- c) As staff payments or overtime.
- d) For advertising.

As We agree may be necessarily and reasonably incurred in order to minimise any interruption or interference with **Your Business** during the Indemnity Period in consequence of the Incident but limited for all additional expenditure to no more than 50 per cent of the Sum Insured by the item Increased Cost of Working during the first 3 months following the Incident or 10 per cent of the Sum Insured by the item Increased Cost of Working in any subsequent month.

**Additional Increased Cost of Working**

Means the insurance under this item is limited to Additional Increased Cost of Working and the amount payable as Indemnity shall be additional expenditure incurred as We agree may be necessarily and reasonably incurred in order to minimise any interruption or interference with **Your Business** during the Indemnity Period in consequence of the Incident beyond that recoverable as Increased Cost of Working provided for elsewhere in this Section.

**Section Extensions – Business Interruption**

The terms Conditions and Exclusions of this Policy and/or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies.

**Specified and Unspecified Suppliers and Specified and Unspecified Customers**

The insurance by this Section extends to include interruption of or interference with **Your Business** in consequence of an Incident as insured by this Section:

- 1) To property at the premises of **Your** suppliers in the Territorial Limits as Specified or Unspecified Supplier(s) but excluding the premises of any supply undertaking from which **You** obtain gas electricity or water.
- 2) To property at the premises of **Your** customers in the Territorial Limits as Specified or Unspecified Customer(s).

1) and 2) are stated in the Schedule as Specified and Unspecified Suppliers and Specified and Unspecified Customers.

**Denial of Access**

The insurance by this Section extends to include interruption of or interference with **Your Business** in consequence of an Incident as insured by this Section occasioned by Damage to Property in the vicinity of the



Premises which prevents or hinders the use or access to the Premises whether the Premises or **Your Property** suffers Damage or not but excluding Damage to Property of any supply undertaking from which **You** obtain gas electricity or water which prevents or hinders the supply of such services to the Premises stated in the Schedule as Denial of Access.

### **Public Utilities**

The insurance by this Section extends to include interruption of or interference with **Your Business** in consequence of an Incident as insured by this Section to property at the premises of any public supply undertaking including the land-based lines and cables carrying the supply to the terminal point of Your Premises in the Territorial Limits from which You obtain gas electricity water or telecommunications but excluding.

- 1) Telecommunications where such failure is for a period of less than 24 hours.
- 2) Electricity gas or water where such failure is for a period of less than 1 hour.
- 3) Any failure caused by:
  - a) The deliberate act of any supply authority or by the exercise by any such supply authority of its power to withhold or restrict supply due to drought or any other reason.
  - b) Strikes or any labour or trade dispute.
  - c) Other atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions.
  - d) Loss resulting from error or omission in the design plan or specification of such land-based lines and cables operational error or omission faulty workmanship or faulty materials employed in the original product and/or original installation of such property.

The Maximum Indemnity Period under this extension shall be 3 months and stated in the Schedule as Public Utilities.

### **Infectious Diseases**

The insurance by this Section extends to include interruption of or interference with **Your Business** in consequence of closure of the Premises or part thereof on the order advice or stipulation of any government or local authority as a result of:

- 1) Any human infectious or human contagious Disease (excluding Acquired Immune Deficiency Syndrome [AIDS] or an AIDS-related condition) manifested by any person whilst at the Premises or within a 25 mile radius of the Premises.
- 2) Murder or suicide occurring at the Premises.
- 3) Injury or illness sustained by any visitor arising from or traceable to foreign or injurious matter in food or drink provided on the Premises.
- 4) Defects in the drains or other sanitary arrangements at the Premises or the Premises becoming infested with vermin or pests.

1) – 4) are stated in the Schedule as Infectious Diseases.

For the purpose of this Extension Indemnity Period means the period during which the results of **Your Business** are affected in consequence of the outbreak or Event beginning with the date when restrictions on the Premises are imposed and ending not later than the Indemnity Period.



**Alternative Trading**

If during the Indemnity Period goods shall be sold accommodation provided or services shall be rendered elsewhere than at the Premises for the benefit of **Your Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the Turnover Revenue or Rent Receivable during the Indemnity Period.

**Automatic Reinstatement**

In the absence of written notice from Us or **You** to the contrary the Sum Insured by this Section shall not be reduced by the amount of agreed claim settlement and in return **You** undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof.

**Bomb Scare or Unlawful Occupation**

This Extension provides insurance for interruption of or interference with **Your Business** caused by:

- 1) The suspected or actual presence of an incendiary or explosive device on or in the vicinity of the Premises.
- 2) Occupation of the Premises or other property in the vicinity by members of a terrorist or criminal organisation or other unlawful occupants.

But this Extension does not include any:

- a) Incident where interruption or interference is less than 48 hours duration.
- b) Any period other than the actual period of prevention or hindrance of access to the Premises.
- c) Eviction costs.
- d) Any Incident in Northern Ireland.

This Extension only applies during the period beginning with the interruption of or interference and ends not later than three months after that date during which time the subsequent results of **Your Business** are affected as a consequence of the interruption or interference.

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence.

**Book Debts**

The insurance by this Section extends to include an Incident where **You** are unable to trace or establish the Outstanding Debit Balances in whole or in part following Damage to **Your** books of account or other Business books or documents at the Premises or any premises occupied by persons acting on **Your** behalf to which **Your** Business records are temporarily removed or in Transit within the Territorial Limits but excluding an Incident resulting from:

- 1) Records being mislaid or misfiled.
- 2) The deliberate falsification of records or by any bookkeeping accounting or other error or omission.
- 3) Dishonest or fraudulent act by **Your Employees** or by any person acting on their behalf.

The insurance provided by this Extension is limited to an Incident **You** sustain in respect of Outstanding Debit Balances directly due to the Incident and the amount payable in respect of any one event of an Incident shall not exceed:

- a) The difference between:



- i) The Outstanding Debit Balances and
- ii) The total of the amounts received or traced in respect thereof.

and

- b) The additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Incident.

Provided that if the Sum Insured by this item be less than the Outstanding Debit Balances the amount payable will be proportionately reduced.

Our maximum liability under this Extension shall not exceed the amount stated in the Schedule any one occurrence.

It is a condition precedent to any liability of Ours under this Extension that:

- a) **You** will keep a monthly record of the amounts outstanding in **Your** Customer Accounts as set out in **Your** books of account and that such records be kept at a place other than the Premises.
- b) If there are fire-resisting safes or cabinets at the Premises **Your** books or records used for **Your** Business in which Customer Accounts are shown must be kept in such safes or cabinets when not in use.

#### **Contract Sites**

The insurance by this Section extends to include interruption of or interference with **Your** Business in consequence of Damage at any location within the Territorial Limits not in **Your** occupation where **You** are carrying out a contract in connection with the Business.

Our maximum liability under this Extension shall not exceed £25,000 any one occurrence.

#### **Departmental**

If the Business be conducted in departments the independent trading results of which are ascertainable, the provisions of clauses a) and b) of the items on Estimated Gross Profit/Gross Profit or Estimated Revenue/Revenue under this Section shall apply separately to each department affected by the Incident, except that if the Sum Insured by the said item be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the Business whether affected by the Incident or not to its relative Annual Turnover or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced.

#### **Exhibition Sites**

The insurance by this Section extends to include interruption of or interference with **Your Business** in consequence of Damage at any location within the Territorial Limits not in **Your** occupation where **You** are exhibiting **Your** goods for sale.

Our maximum liability under this Extension shall not exceed £25,000 any one occurrence.

#### **National Lottery**

For the Purposes of this extension Employee shall mean any person while working for **You** in connection with



the Business who is under a contract of service or apprenticeship with **You**.

The insurance by this Section is extended to cover loss resulting from interruption or interference with the Business at the Premises in consequence of an Employee or Employees terminating their employment with **You** as a direct result of a confirmed win on the United Kingdom National Lottery.

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence.

#### **Payments on Account**

Payments on account will with Our consent be made to **You** during the Indemnity Period.

#### **Professional Accountants and Legal Fees**

This Extension provides insurance for reasonable fees payable to **Your**:

- 1) Professional accountants if at the time they are regularly acting on **Your** behalf to produce and/or report any particulars details other proofs information and/or evidence We may require investigating or verifying any claim from **Your** books of account or other Business books and/or documents.
- 2) Lawyer for determining contractual rights under any rent lessor or insurance break clause contained within a lease.

But this Extension does not cover any fees relating to the preparation of any claim.

#### **Patterns and Moulds**

The insurance by this Section extends to include interruption of or interference with **Your** Business in consequence of Damage to patterns jigs models templates moulds dies tools plans drawings and designs **Your** **Property** or held by **You** in trust or on commission for which **You** are responsible whilst at any Premises within the Territorial Limits of any machine makers engineers founders or other metal workers and whilst in transit thereto and therefrom by road or rail elsewhere than at any Premises which you occupy.

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence.

#### **Property Stored**

The insurance by this Section extends to include interruption of or interference with **Your Business** following an Incident to **Your Property** whilst stored at premises of sub- contractors or third parties situated anywhere within the Territorial Limits elsewhere than at the Premises.

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence.

#### **Transit**

The insurance by this Section extends to include interruption of or interference with **Your Business** in consequence of Damage to Property Insured whilst in transit by road or rail within the Territorial Limits but excluding Damage arising from impact to or collision with the conveying road or rail vehicle.

Our maximum liability under this Extension shall not exceed £25,000 any one occurrence.



## Section Conditions – Business Interruption

### Claims (Action to be taken by You)

It is a condition precedent to liability that:

- 1) In the event of an Incident in consequence of which a claim is or may be made under this Section **You** will:
  - a) Notify Us as soon as is reasonably practicable.
  - b) Deliver to Us at your own expense within 7 days full details of any Incident caused by Specified Peril 5) Riot Civil Commotion Strikers Locked-out Workers or Specified Peril 6) Malicious Persons.
  - c) With due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the **Your** Business or to avoid or diminish the loss.
- 2) In the event of a claim being made under this Section **You** will at **Your** own expense:
  - a) As soon as is reasonably practicable deliver to Us in writing particulars of **Your** claim.
  - b) Together with details of all other insurances covering property used by **You** at the Premises for the purpose of the **Your Business** or any part of it or any resulting Business Interruption.
  - c) Deliver to Us such books of account and other Business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may be reasonably required by Us for the purpose of investigating or verifying the claim together with if requested provide a statutory declaration of the truth in respect of the claim and any relevant details.
- 3) Any Payments on account of the claim already made will be repaid to Us if this Condition is not complied with.

### Condition of Average (underinsurance)

If the Sum Insured by items for Gross Profit Revenue or Rent Receivable is less than the corresponding Estimated Gross Profit Revenue or Rent Receivable figures disclosed by **You** then Our liability shall be limited to that proportion which the Sum Insured on each item bears in relation to the corresponding estimate.

### Current Cost Accounting

For the purpose of Section Definitions any adjustment implemented in current cost accounting shall be disregarded.

### Declaration Linked

Where an item in the Schedule features the suffix “D”.

The Condition of Average (underinsurance) is deleted and Our liability will not exceed in respect of Gross Profit Revenue or Rent Receivable 133.33 per cent of the Estimated Gross Profit Estimated Revenue or Estimated Rent Receivable stated and 100 per cent of the Sum Insured by other items or such other amounts as may be substituted.

The premium paid may be adjusted by Us on receipt of a declaration of Gross Profit Revenue or Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance as reported by **Your** auditors.





If an incident gives rise to a claim for loss of Gross Profit Revenue or Rent Receivable the above-mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Profit Revenue or Rent Receivable was reduced during the financial year solely in consequence of the Incident.

If the declaration amount adjusted as above and proportionately increased where the maximum Indemnity Period exceeds 12 months is less than the Sum Insured on Gross Profit Revenue or Rent Receivable for the relative Period of Insurance we will allow a pro rata return of premium not exceeding 50 per cent of the premium paid.

**Value Added Tax**

To the extent that **You** are accountable to H.M. Revenue and Customs for Value Added Tax all terms in this Section shall be exclusive of such tax.



## Liability Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper-case letter except where otherwise stated.

#### **Asbestos**

Means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos fibres or particles or any derivatives of asbestos.

#### **Bodily Injury**

Means physical or mental injury including death illness disease mental anguish or shock but not defamation.

#### **Excess**

Means the first amount payable to **You** or any other person entitled to indemnity of each and every claim before We shall be liable to make any payment.

If any payment made by Us includes the amount for which **You** or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by **You** before the application of the Limit of Liability.

#### **Offshore Activity**

Means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation.

#### **Offshore Installation**

Means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been is or will be engaged in Production.

#### **Principal**

Means any person employer firm company ministry or authority for whom **You** carry out a contract for the performance of work.

#### **Product Supplied**

Means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by **You** in the course of **Your Business** in or from the Territorial Limits.

#### **Offshore Production**

Means the processes of prospecting for or extraction separation storage treatment or distribution of oil or gas



**Terrorism**

Means any act including but not limited to the use of force or violence and/or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and/or to put the public or any section of the public in fear.



## Employers' Liability Subsection

### Section Cover

We will indemnify **You** against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits arising out of and in the course of employment with **You** in connection with **Your Business**.

### Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule.

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Asbestos or Terrorism.

### Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

### Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with **You** in connection with **Your Business** and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at **Your** request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- 1) The judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits.
- 2) There is no appeal outstanding.
- 3) If any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us.
- 4) This Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance.
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule.

### Work Overseas

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to any Employee whilst undertaking work on a temporary basis within any country outside of the Territorial Limits which is a member of the European Union provided that:

- 1) Any such Employee is ordinarily resident within the Territorial Limits.



- 2) We shall not provide indemnity in respect of any amount payable under Workers' Compensation Social Security or Health Insurance legislation.

## Section Exclusions

We shall not provide indemnity against liability:

- 1) In respect of which compulsory insurance or security is required to be arranged by **You** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.
- 2) Caused by or arising from any Offshore Activity.



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## Public Liability Subsection

### Section Cover

We will indemnify **You** against legal liability for damages in respect of accidental:

- 1) Bodily Injury to any person.
- 2) Damage to Property.
- 3) Obstruction trespass nuisance or interference with any right of way air light or water or other easement.
- 4) Wrongful arrest wrongful detention false imprisonment or malicious prosecution.

Occurring during the Period of Insurance within the Territorial Limits in connection with **Your Business**.

### Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that:
  - 1.1) The Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism.
- 2) Unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable.

### Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

#### Buildings Temporarily Occupied

Subsection Exclusion 5.2) shall not apply to liability for Damage to buildings including contents therein which are not owned leased or rented by **You** but are temporarily occupied by **You** for the purpose of maintenance alteration extension installation or repair.

#### Data Protection Act

We will within the terms of this Subsection indemnify **You** against liability for damages in respect of damage arising out of any claim under Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against **You** during the Period of Insurance provided that:

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed the amount stated as Limit of Indemnity in the Schedule to this Sub-section.
- 2) **You** have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn.
- 3) We shall not provide indemnity:
  - 3.1) For 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000.
  - 3.2) Against liability caused by or arising from a deliberate act by or omission of any person entitled to



indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission.

- 3.3) For the costs of replacing reinstating rectifying or erasing any personal data.
- 3.4) Against liability caused by or arising from any incident or circumstances known to **You** at inception of this Extension which may give rise to a claim.
- 3.5) Against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person.
- 3.6) Against Contractual Liability.
- 3.7) Against liability in respect of Bodily Injury to any person or Damage to Property.

### **Defective Premises Act**

The indemnity provided by this Subsection shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises previously owned or occupied by **You** for purposes pertaining to **Your** Business and which have since been disposed of by **You** provided that We shall not provide indemnity against liability:

- 1) For which indemnity is provided by any other insurance.
- 2) For the costs of remedying any defect or alleged defect in such Premises.

### **Leased or Rented Premises**

Subsection Exclusion 5.2) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to **You** provided that We shall not provide indemnity against:

- 1) Contractual Liability.
- 2) The first £500 of each and every Event of Damage to Premises caused other than by fire or explosion.

### **Motor Contingent Liability**

Notwithstanding Subsection Exclusions 2.3) We will indemnify **You** and no other person for the purpose of this Extension against legal liability for damages in respect of Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by **You** being used in the course of **Your Business** provided that We shall not provide indemnity against liability:

- 1) In respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon.
- 2) For which indemnity is provided by any other insurance.
- 3) Caused or arising whilst such vehicle or trailer is:
  - 3.1) Engaged in racing pace-making reliability trials or speed testing.
  - 3.2) Being driven by **You**.
  - 3.3) Being driven with **Your** general consent or **Your** representative by any person who to **Your** knowledge or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - 3.4) Used elsewhere other than within the Territorial Limits.

### **Motor Vehicles**

Subsection Exclusions 2.3) shall not apply to liability caused by or arising from:

- 1) The use of plant as a tool of trade at **Your Premises** or on any site at which **You** are working.



- 2) The loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.
- 3) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that We shall not provide indemnity against liability.
  - a) In respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
  - b) For which indemnity is provided by any other insurance.

### Overseas Personal Liability

We will indemnify **You** or at **Your** request any director partner or Employee of **Your Business**:

- 1) Any spouse or child of **Yours** or any persons stated who are accompanying such persons against liability incurred by such persons in a personal capacity in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with **Your Business** provided that.
- 2) Any person entitled to indemnity under this Extension shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.
- 3) Nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified.
- 4) We shall not provide indemnity against:
  - 4.1) Contractual Liability.
  - 4.2) Liability for which indemnity is provided by any other insurance.
  - 4.3) Liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension.
  - 4.4) Liability in respect of Bodily Injury to any person entitled to indemnity under this Extension.
- 5) Liability caused by or arising from:
  - 5.1) The ownership or occupation of land or buildings.
  - 5.2) The carrying on of any business profession trade or employment.
  - 5.3) The ownership possession or use of animals other than horses or domestic dogs or cats.

### Pollution or Contamination Clean Up Costs

These definitions apply to this Extension wherever these words or phrases appear with an upper case letter.

### Environmental Legislation

Means any legislation for the protection of the environment or control of Pollution or Contamination.

### Pollution or Contamination

Means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures).

### Remediation

Means works or operations to treat remove or dispose of Pollution or Contamination but excludes works or operations to:

- 1) Reinstatement reintroduce or restore flora or fauna.
- 2) Restore natural habitats or species protected under Environmental Legislation.

We will also indemnify **You** in respect of Pollution or Contamination occurring within the Territorial Limits





caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and We will also indemnify **You** against:

- 1) The costs of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental Legislation to be conducted by **You** and
- 2) Liability for the costs of any Remediation conducted by any statutory authority or regulator and legally sought from **You** by that statutory authority or regulator in accordance with the terms of any Environmental Legislation provided that:
  - 2.1) All Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place.
  - 2.2) Under this Extension We shall indemnify **You** only to the extent that the Remediation to which the indemnified costs relate is the minimum necessarily conducted under the provisions of Environmental Legislation.
  - 2.3) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation arising out of Pollution or Contamination:
    - a) Occurring outside the Territorial Limits.
    - b) Consisting of any radioactive substances or Asbestos.
    - c) Caused by any Product Supplied.
    - d) Caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft.
    - e) Arising out of genetically modified organisms.
  - 2.4) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation carried out on or in order to protect any Property belonging to or in **Your** custody or under the control other than premises leased rented hired and not belonging to **You** but temporarily occupied by **You** for the purpose of maintenance alteration extension installation or repair.
  - 2.5) Our liability under this Extension for costs payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in the aggregate exceed £100,000 and the total amount payable:
    - a) Under this Extension and
    - b) Otherwise under this Subsection for all damages in respect of Pollution or Contamination as defined in Policy Definitions which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the amount stated as the Limit of Indemnity for this Subsection in the Schedule.
  - 2.6) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation to the extent they relate to:
    - a) Any measures to prevent the spread of any Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination.
    - b) The removal or disposal of any waste deposited by **You** or on **Your** behalf.
    - c) Any amounts payable by way of compensation to third parties affected by such Pollution or Contamination.
    - d) Any amounts payable by way of fines or penalties.
    - e) Any costs and expenses incurred by **You** or prosecution costs and expenses awarded against **You** in connection with any criminal proceedings arising out of the Pollution or Contamination.
    - f) Any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to Event that caused the Pollution or Contamination.



**Work Overseas**

The indemnity provided shall extend to apply in respect of liability caused by or arising from

- 1) Work being undertaken on a temporary basis by any person within any country outside of the Territorial Limits which is a member of the European Union.

**Section Exclusions – Public Liability**

We shall not provide indemnity against liability:

- 1) In respect of Bodily Injury to any Employee arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) Caused by or arising from the ownership or possession or use by **You** or on **Your** behalf of any:
  - 2.1) Aircraft or aerospace device or hovercraft.
  - 2.2) Watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
  - 2.3) Mechanically propelled vehicle:
    - a) For which compulsory insurance or security is required under any legislation governing the use of the vehicle.
    - b) Where indemnity is provided by any other insurance.
- 3) Caused by or arising from any Product Supplied after it has ceased to be in **Your** custody or under **Your** or any Employees control other than food or drink for consumption on **Your Premises**.
- 4) Contractual Liability unless the sole conduct and control of claims is vested in Us, but We will not in any Event provide indemnity in respect of liquidated damages or liability under any penalty clause or Damage to Property which comprises contract works executed.
- 5) In respect of Damage to Property:
  - 5.1) Belonging to **You**.
  - 5.2) In **Your** or any Employees custody or under their control other than personal effects including vehicles and their contents of any visitor director partner and/or Employee of **Yours**.
  - 5.3) Being that part of any Property on which **You** or any Employee or agent of **Yours** is or has been working where Damage arises out of such work.
- 6) For the Excess amount stated in the Schedule to this Subsection other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to **You**.



## Products Liability Cover

### Section Cover

We will indemnify **You** against legal liability for damages in respect of accidental:

- 1) Bodily Injury to any person.
- 2) Damage to Property.

Occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product Supplied.

### Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that:
  - 1.1) The Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism.
  - 1.2) In respect of any Event occurring within or claims brought under the laws of the United States of America or Canada or any other territory which.

Operates under such laws the Limit of Liability applicable shall be the maximum amount payable including any costs and expenses for which an indemnity is provided.

- 2) Except as stated in paragraph 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable.

### Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

#### Consumer Protection & Food Safety Acts

We will provide indemnity to **You** and at **Your** request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that:

- 1) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of **Your Business**.
- 2) We shall not provide indemnity in respect of 2.1) fines or penalties of any kind:
  - 2.1) Any circumstances for which indemnity is provided by any other insurance.
  - 2.2) Proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to



the nature and circumstances of such act or omission.

- 2.3) Proceedings which arise out of any activity or risk excluded from this Policy.
- 3) The director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.

## Section Exclusions – Products Liability

We shall not provide indemnity against liability:

- 1) In respect of Bodily Injury to any Employee arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) In respect of Damage to or the costs or expenses of recalling repairing replacing altering removing or making any refund in respect of any Product Supplied caused by or arising from:
  - 2.1) Any defect in or the harmful nature of or the unsuitability for its intended purpose of such Product Supplied.
  - 2.2) An error or fault in connection with the sale supply or presentation of such Product Supplied.
- 3) Caused by or arising from any Product Supplied whilst in **Your** custody or under **Your** or any Employees control.
- 4) For any loss, damage or injury arising out of or in connection with the of failure of any product to perform the function for which they were supplied by you.
- 5) Caused by or arising out of or in connection with:
  - i. Any advice, design, plan or specification (including computer software programs) given by you or on your behalf for a fee.
  - ii. Professional services rendered by you or on your behalf.
- 6) Caused by or arising from any Product Supplied which to **Your** knowledge for:
  - 6.1) Use in or on any aircraft or aerospace device.
  - 6.2) Aviation or aerospace purposes.
  - 6.3) Use in the safety or navigation of marine craft of any sort.
- 7) Caused by or arising from any Product Supplied which to **Your** knowledge is for use in or supply to the United States of America or Canada.
- 8) Arising from a Contractual Liability other than liability arising out of a condition or warranty of goods implied by law.
- 9) For the Excess amount stated in the Schedule to this Subsection.

## Section Extensions – Products Liability

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

### Additional Activities

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to **Your Business**:

- 1) The provision and management of catering or social or sports or educational or medical or dental or



welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services.

- 2) The ownership repair maintenance and decoration of **Your Premises**.
- 3) Private work carried out by any Employee with **Your** consent for any director partner or senior official of **Yours**.
- 4) Participation in exhibitions trade fairs conferences and the like.
- 5) Sponsorship of events or organisations or entities or individuals.
- 6) Repair maintenance or servicing of **Your** own mechanically propelled vehicles.
- 7) Provision of gifts and promotional material.

### **Claimants' Costs and Expenses**

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies.

### **Costs of Court Attendance**

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which **You** are entitled to indemnity under this Section We will reimburse **You** at the following rates per day for each day on which attendance is required:

- 1) Any director or partner of the Insured £500.
- 2) Any Employee £250.

### **Cross Liabilities**

If the Insured comprises of more than one party, We will under the Public Liability and Product Liability Subsections provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified.

### **Defence Costs and Expenses**

We will provide indemnity in respect of all:

- 1) Costs incurred with Our written consent of legal representation at any:
  - 1.1) Coroner's inquest or other inquiry in respect of any death.
  - 1.2) Proceedings in any court in respect of any act or omission causing or relating to any Event.
- 2) Other costs and expenses incurred with Our written consent in relation to any matter.

### **Health and Safety at Work Act**

We will provide indemnity to **You** and at **Your** request any director partner or Employee of **Yours** in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that:

- 1) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of **Your Business**.
- 2) We shall not provide indemnity in respect of:



- 2.1) Fines or penalties of any kind.
  - 2.2) Any circumstances for which indemnity is provided by any other insurance.
  - 2.3) Proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission.
  - 2.4) Proceedings which arise out of any activity or risk excluded from this Policy.
  - 2.5) Proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed.
  - 2.6) Proceedings which relate other than to the health safety or welfare of any Employee and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed.
  - 2.7) Proceedings which relate to Products Supplied unless Products Liability Subsection is operative at the time when the offence was committed.
- 3) The director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.

### Indemnity to Other Persons

We will also provide indemnity as if a separate Policy had been issued:

- 1) To the legal personal representatives of **Yours** or any other person entitled to indemnity under this Policy but only in respect of liability incurred by **You** or such other person.
- 2) To any Principal but only to the extent required by the contract for work and not any Principal who is located within the United States of America or Canada.
- 3) To any owner of plant hired to **You** but only to the extent required by the conditions of the contract of hire not any such owner who is located within the United States of America or Canada.
- 4) At **Your** request to:
  - 4.1) Any officer or member of **Your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or childcare facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
  - 4.2) Any director or partner or Employee of **Yours** while acting in connection with **Your Business** in respect of liability for which **You** would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against **You**.

Provided that:

- a) Any persons specified above shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.
- b) Nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified.

### Manslaughter and Corporate Manslaughter Defence Costs

We will provide indemnity to **You** and at **Your** request any director partner or Employee of **Yours** in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against



conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that:

- 1) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of **Your Business**.
- 2) Our liability under this Extension for all costs and expenses shall not exceed £5,000,000 or the amount stated as the Limit of Liability for the Public Liability Subsection in the Schedule whichever is the lower in the aggregate during any one Period of Insurance.
- 3) All amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability.
- 4) We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment.
- 5) We shall not provide indemnity in respect of:
  - 5.1) Fines or penalties of any kind or the cost of implementing any remedial order or publicity order.
  - 5.2) Costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **You** or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed.
  - 5.3) Costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance proceedings:
    - a) Brought within any country outside of the Territorial Limits.
    - b) Consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission.
    - c) Which arise out of any activity or risk excluded by this Policy.
    - d) Which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of **Your Business**.
    - e) Which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of **Your Business** and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed.
    - f) Which relate to Products Supplied unless the Products Liability Subsection is operative at the time when the offence was committed.
- 6) The director or partner or Employee shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.

## Section Conditions - Products Liability

Avoidance of Certain Terms and Rights of Recovery The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within the Territorial Limits or Offshore Installations within the continental shelf around those countries may require but **You** shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.



**Claims (Contribution)**

If at the time of any Event to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same Damage or liability We shall not be liable under this Section except in respect of any Excess beyond the amount which would be payable under such other insurance had this Section not been effected.

**Claims (Discharge of Liability)**

We may at any time at Our sole discretion:

- 1) Under Employers Liability Subsection pay to **You** the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against **You** can be settled and We shall not be under any further liability in respect of such claim or claims.
- 2) Under Public Liability or Products Liability Subsections pay to **You** the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in excess of the Limit of Liability applicable Our liability under Public Liability or Products Liability Subsections for costs and expenses shall not exceed an amount being in the same proportion as Our payment to **You** bears to the total payment made by or on behalf of **You** in settlement of the claim or claims.

**Section Exclusions - Products Liability**

We shall not provide indemnity:

- 1) Under the Public Liability or Products Liability Subsections against liability in respect of Pollution or Contamination occurring:
  - 1.1) Within the United States of America or Canada.
  - 1.2) Elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance provided that in respect of any liability for which indemnity is not excluded under Exclusion 1. 2) above:
    - a) All Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place
    - b) The liability for all damages under the Public Liability or Products Liability Subsections payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections.
- 2) Under the Public Liability or Products Liability Subsections against liability caused by or arising from advice design or specification **You** provided for a fee.
- 3) Under the Public Liability or Products Liability Subsections against liability:





- 3.1) In respect of mental injury mental anguish or shock or fear of suffering death Bodily Injury illness or Disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos.
- 3.2) For the costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos.
- 4) Against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.



## Personal Accident

### Section Cover

Bodily Injury suffered by an Insured Person solely and independently of any other cause occurring as a result of an Accident during the Period of Insurance, whilst engaged in the business of the Insured.

### Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown for each Item in the Schedule in respect of any one Period of Insurance.

Item	Benefit	Sums Insured
1	Accidental Death	100%
2	Loss of one or both eye(s)	100%
3	Loss of one or more limb(s)	100%
4	Loss of hearing in both ears	100%
5	Loss of hearing in one ear	50%
6	Loss of Speech	100%
7	Permanent Total Disablement	100%
8	Temporary Total Disablement (weekly wage maximum £250)	67% of Gross Weekly Wage
9	Temporary Partial Disablement (weekly wage maximum £100)	40% of Gross weekly Wage
10	Hospital Benefit ( up to a maximum of £250)	£25 per 24 hours

## Section Definitions

### Accident

Means sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

### Annual Salary

Means the Insured Persons annual salary (excluding overtime, commissions, bonus payments and profit share) as set out in their contract of employment or contract for service with the Insured at the start date of this Policy.

### Bodily Injury (applicable to this Section only)

Means Injury cause:

1. By an Accident and



2. Solely and independently of any other cause results in an Insured Person's death or disablement or other injury within twelve months from the date of the Accident.

Bodily Injury does not include sickness.

**Hospital Benefit**

Means the benefit payable in respect of hospitalisation.

**Insured Person**

Means any of **your Directors**, Partners or Employees under the age of 65 years old.

**Loss of Hearing**

Means total loss of hearing in both or one ear(s) which lasts twelve months and at the end of that period is beyond hope of improvement.

**Loss of Limb**

Means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and recoverable loss of use of hand arm or leg.

**Loss of Speech**

Means total loss of speech which lasts twelve months and at the end of that period is beyond hope of improvement.

**Permanent Total Disablement**

Means disablement which entirely prevents the Insured Person from attending to their usual business or occupation which lasts continuously for 52 weeks and which at the end of that period is without prospect of improvement.

**Temporary Partial Disablement**

Means disablement which prevents the Insured Person from attending to a substantial part of their usual business or occupation.

**Temporary Total Disablement**

Means disablement which entirely prevents the Insured Person from attending to or engaging in their usual business or occupation.

**Section Conditions – Personal Accident**

1. Benefit shall not be payable under more than one of benefits 1. – 7. in respect of the same injury or same period of disablement, except that payment may be made under benefit 8. or 9. For any period prior to payment being made for such benefit, provided that the amount already paid under benefit 8. or 9. shall be deducted from the payment due under benefit 1. to 7.



2. After a claim has been paid under one of benefits 1. To 7. no further liability shall attach to insurers in respect of the Insured Person.
3. Benefit 7. shall be payable only on certification by a medical referee of permanent total disablement as defined in the Schedule applicable to this Section and not before the expiry of 52 consecutive weeks disablement.
4. Benefits 8 shall be payable up to but not exceeding in all 52 weeks in respect of any period(s) of disablement resulting from any one Bodily Injury and shall be paid at the end of any period of disablement or at the Insured's request at periodic intervals of not less than 4 weeks.
5. Benefits 9 shall be payable up to but not exceeding in all 26 weeks in respect of any period(s) of disablement resulting from any one Bodily Injury and shall be paid at the end of any period of disablement or at the Insured's request at periodic intervals of not less than 4 weeks.
6. Where a payment is made for Benefit 6 following Benefit 9 or for Benefit 9 following Benefit 8 arising from the same Accident, benefit shall only be paid for one benefit payment period.
7. The total sum payable in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the schedule.
8. The Insured Person shall as often as required and at the expense of the Insurers submit to examination by a medical practitioner of the Insurers choice.
9. The Insurers shall be entitled to post mortem examination at its own expense in the event of death of an Insured Person.
10. This Section is not assignable and the receipt of the Insured or their legal shall be a valid discharge of the Insurers liability.

#### **Previous Disability Clause**

It is hereby understood and agreed that if the consequence of an accident shall be aggravated by any physical disability or condition of the Insured Person which existed before the accident occurred, the amount of any compensation payable under this Policy in respect of the consequences of the accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been without the necessity of medical consultation or treatment for 24 consecutive months prior to the date of the claim.

### **Section Exclusions – Personal Accident**

Benefit 8 (Temporary Total Disablement) and 9 (Temporary Partial Disablement) are not payable in respect of:

1. (a) The first 7 days of disablement in respect of clerical occupations and the first 14 days of disablement in respect of manual occupations.  
(b) The first 28 days of disablement resulting from playing any type of football or rugby or field hockey.
2. Bodily Injury resulting from an Insured Person taking part in or practicing for:
  - (a) Abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling.
  - (b) Flying and aerial activities or any kind other than as a fare paying passenger in a properly certified multi engine passenger carrying aircraft or helicopter flown in the course of licenced operations.
  - (c) Mountaineering or rock climbing which would normally necessitate the use of ropes or guides.
  - (d) Racing of any kind other than on foot or swimming or



- (e) Engaging in or taking part in armed forces service or operations.
  - (f) Bodily Injury resulting from the use of by and Insured Person of a motorcycle (as driver or passenger) other than under 250c.c and when the driver is duly qualified and is possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing.
  - (g) Any kind of power tools.
3. Bodily Injury arising from:
    - (a) Any pre-existing defect infirmity medical condition or chronic or recurring ailment of which an Insured Person is aware of or could reasonably be expected to have been aware unless it has been declared in writing and accepted by the Insurers.
    - (b) Pregnancy or Childbirth.
  4. Bodily Injury sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of drugs other than drugs taken as prescribed by a qualified registered medical practitioner but not for the treatment of drug addiction.
  5. An Insured Person committing or attempting to commit suicide or in a state of insanity.
  6. Self-inflicted Bodily Injury or deliberate exposure to exceptional danger unless in an attempt to save Human life.
  7. Bodily Injury resulting solely in the inability to take part in sports or pastimes.



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## Specified All Risks Section

### Section Cover

Damage occurring during the Period of Insurance to Property stated in the Schedule.

### Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown for each Item in the Schedule in respect of any one Period of Insurance.

### Section Exclusions

We shall not indemnify **You** for:

- 1) Subsequent or inevitable loss of any kind.
- 2) Damage caused by:
  - a) Inherent vice or latent defect or gradual deterioration or wear and tear or frost or change in water table level or its own faulty or defective design or materials and gradual operating cause.
  - b) Faulty or defective workmanship or operational error or omission on **Your** or any Employees part but this will not exclude subsequent Damage which itself results from a cause not being otherwise excluded.
- 3) Damage caused by:
  - a) Corrosion or rust or wet or dry rot or shrinkage or evaporation or loss of weight or dampness or dryness or marring or scratching or vermin or insects.
  - b) Change in temperature or atmospheric or climatic conditions.
  - c) Mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates.

But this shall not exclude:

- i) Damage which itself results from any operative Specified Peril under the Material Damage Section or from any other cause not otherwise excluded.
- ii) Subsequent Damage which itself results from a cause not otherwise excluded.
- 4) Damage from Unattended Conveyance vehicle and/ or trailer unless the Property is kept within the boot or secure compartment which is secured by all locks and other protections.
- 5) Damage caused by:
  - a) Acts of fraud or dishonesty by **Your Employees**.
  - b) Unexplained disappearance or unexplained or inventory shortage or misfiling or misplacing of information.
  - c) any process of fitting or testing or servicing or repair or renovation or adjustment.
- 6) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by any operative Specified Peril under the Material Damage Section.
- 7) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment.
- 8) The Excess amount stated in the Schedule.



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## Computers and Electronic Risks Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated.

#### Damage

Means:

- 1) Damage to Property where insurance is provided under the Subsections as stated in the Schedule.
- 2) Loss of Information.
- 3) Damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the Property.
- 4) Damage to any item of Property due to its own breakdown or derangement.
- 5) The accidental failure or fluctuation for a period exceeding 30 minutes of the public supply of electricity at the terminal ends of the public supply authority's service feeders at any Premises in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property.
- 6) The accidental failure for a period exceeding 8 hours of any telecommunications system used in connection with the Property not occasioned by:
  - a) The deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees.
  - b) **Your** use of machinery and equipment that is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system.
  - c) Failure of any satellite prior to its obtaining its full operating function or whilst in or beyond the final year of its design life.
  - d) Atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.
  - e) **You** being denied access to **Your Property** due to:
    - i) Damage to property at or in the immediate vicinity of the Premises.
    - ii) The exercise by any authority of its powers for the sole purpose of safeguarding life or property.

#### Deferred Purchase

Means an arrangement whereby **You** enter into an agreement which entitles **You** to defer payment for Property for a period in excess of usual trade credit.

#### Indemnity Period

Means the period beginning when the insured Damage Event occurs and ends when **Your Business** results cease to be affected by the insured Damage Event and will not exceed:



- 1) The Maximum Indemnity Period stated in the Schedule.
- 2) The Maximum Indemnity Period stated in the Schedule for any insured Damage Event stated in 1)-4) of the Damage Definition above during which period **Your Business** results would have been affected following the insured Damage Event had no other loss or damage to the Premises in which the Property is situated or the contents thereof occurred.

**Loss of Information**

Means loss distortion corruption or erasure of programs including information from any cause not otherwise excluded.

**Loss of Interest**

Means interest payable in respect of loans raised and/or interest forgone on reduction in investment capital in lieu of loans raised as a direct result of or to minimise the effect of the interruption or interference.

**Premises**

Means:

- 1) The entire Building when **You** are the sole occupier.
- 2) Those parts of the Building in **Your** exclusive use or occupation when **You** are not the sole occupier.

**Gross Profit**

Means the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

The closing stock and work in progress and opening stock amounts shall be arrived at in accordance with **Your** usual accounting methods.

**Revenue**

Means the money paid or payable to **You** for services rendered in the course of **Your Business** less the amount of any Uninsured Working Expenses.

**Maximum Indemnity Period**

Means the number of months detailed in the Schedule unless stated otherwise by Endorsement.

**Property**

Means either.

**Computer Equipment**

Comprising desk top personal computers laptop computers personal digital assistants palm top computers digital cameras smart phones mobile phones digital projectors audio and visual equipment televisions visual display units and/or other electronic media presentation equipment removable satellite navigation devices electronic point of sale equipment computerised telephone systems electronic access equipment.

**All Other Computer Equipment**

Comprising interconnecting wiring fixed discs and telecommunications equipment used for the storage and





communication of electronically processed Data but does not include computers which are integral parts of any item of process or production machinery and/or fixed vehicle satellite navigation systems.

**Ancillary Equipment**

Comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and/or humidity recording equipment electronic access equipment heat smoke and or water detection equipment lightning and/or transient overvoltage protection devices anti-theft devices gas flooding equipment and pipework and computer room partitioning solely for use with Computer Equipment.

**Programs and or Information**

Stored upon fixed discs.

**All Current and Backup Computer Records**

Incorporating stored programs and/or information thereon owned by or leased hired rented to **You** or for which **You** are responsible but does not include fixed discs and paper records of any description.

**Proprietary Software Programs**

Means the package of software programs purchased by **You** with the Property at the original date of purchase plus any subsequent upgrades but does not include any bespoke computer software without Our prior consent and knowledge.

**Reinstatement**

Means:

- 1) Where any item of Property suffers Damage to the extent that it cannot be economically repaired replacement by new Property of equal performance or capacity or if such be impossible replacement by new Property having the nearest higher performance or capacity to the Property which has suffered Damage.
- 2) Where any item of Property otherwise suffers Damage the repair of the Damage and the restoration of the portion of Property suffering Damage to a working condition substantially the same as but not better or more extensive than its condition when new.

**System**

Means computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of any doubt any Computer Equipment within the Property Definition.

**Terrorism**

Means in Great Britain and Northern Ireland acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto in so far that the insurance provided by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to:



- 1) Influence any government or any international governmental organisation.
- or
- 2) Put the public or any section of the public in fear.

**Uninsured Working Expenses**

Means any standing charges of **Your Business** not insured by this Section having been deducted in arriving at the Sum Insured noted in the Schedule to this Section.

**Verified Back-up Copy**

Means Data stored on back-up media where the Data has been checked for accuracy the process must demonstrate that the Data created and stored on the back-up media is an exact copy of the original source Data to ensure that Data can be restored from back-up media.

**Section Cover - Computer**

We will indemnify **You** in respect of Damage to Property occurring during the Period of Insurance owned by or on Deferred Purchase leased hired or rented to **You** whilst situated or in transit anywhere in the world and We will pay to **You**:

- 1) The value of the Property at the time of loss or destruction.
- 2) The amount of the Damage.
- 3) At Our option the Reinstatement amount.

**Limit of Liability**

Our liability will not exceed:

- 1) In any Period of Insurance, the Sum Insured stated in the Schedule and any amount stated in the Extensions.
- 2) 10 per cent of the Sum Insured stated in the Schedule in respect of any one Event of Damage whilst the Property is located outside the United Kingdom.

**Section Extensions - Computer**

The terms Conditions and Exclusions of this Policy or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

**Accidental Discharge of Gas Flooding Systems**

This Extension provides insurance for the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property arising out of the accidental discharge of such system.

Our maximum liability is £25,000 in respect of any Event of Damage.



**Additional Interests**

Where the Property is the subject of hire purchase lease or other agreements the interest of the other parties to those agreements is noted under this Extension the nature and extent of such interests must be disclosed to Us in the Event of Damage.

**Additional Property**

This Extension provides insurance for additions to Property occurring after the commencement of the Period of Insurance for the period up to the next renewal date.

Our maximum liability is 20 per cent of the Sum Insured or £250,000 in the aggregate whichever is the less during any one Period of Insurance.

**Automatic Reinstatement**

In the absence of written notice from Us or **You** to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement. When the agreed claim settlement exceeds £20,000 **You** undertake to:

- 1) Pay an additional premium on the amount of the agreed claim settlement from the date thereof.
- 2) Comply with any requirements We have relating to protection of the insured Property.

**Avoidance of Impending Damage**

This Extension provides insurance for costs incurred by **You** for taking reasonable but exceptional measures to avoid or mitigate impending Damage provided that:

- 1) The impending Damage does not result from any reasonably foreseeable cause and that the Damage would be the natural outcome to be expected in the absence of such measures.
- 2) We are satisfied that Damage would be avoided or reduced in consequence of the measures taken.
- 3) Our liability under this Extension will not exceed the amount of saving achieved by such expenditure.

**Cost of Recovery**

This Extension provides insurance for costs of employing specialist investigators to aid the recovery of stolen or lost Property that contains confidential or secret data or information provided that We are satisfied that the cost of employment of investigators is necessary and reasonable to protect **You** against legal prosecution or commercial embarrassment resulting from the loss.

Our maximum liability is £25,000 in respect of any Event of Damage.

**Computer Virus Seek and Destroy**

This Extension provides insurance for costs and expenses necessarily and reasonably incurred with Our consent in locating and removing detectable computer Virus contained in any host program or executable disc segment within the Property.

Our maximum liability is £25,000 in respect of any Event of Damage.

**Consulting engineers fees / repair investigation costs**

This Extension provides insurance for consulting engineers fees and/or costs incurred with Our prior consent in



conducting investigations or tests into possible repair replacement or Reinstatement of Property suffering Damage regardless of whether such investigations or tests are successful or not.

Our maximum liability is £25,000 in respect of any Event of Damage.

**Debris Removal Costs**

This Extension provides insurance for costs necessarily and reasonably incurred with Our consent in the removal of the portion or portions of the Property suffering Damage.

Our maximum liability is £25,000 in respect of any Event of Damage.

**Incompatibility of Computer Records**

This Extension provides insurance for modification of Computer Equipment and Reinstatement recompilation, or replacement of computer records together with Reinstatement of programs including information thereon whichever is the less following an Event of Damage to Computer Equipment which has caused undamaged computer records to be incompatible with the replacement Computer Equipment provided that insurance as provided under the Additional Expenditure Subsection is stated to be operative in the Schedule.

Our maximum liability is £25,000 in respect of any Event of Damage.

**Indemnity to Parent Subsidiary Companies**

This Extension provides insurance for any company standing in the relation of parent to a subsidiary or a subsidiary to parent to **You** or any company which is a subsidiary of a parent company of which **You** are yourself a subsidiary in each case as defined in current legislation provided always that they shall act as if they were **You** and observe fulfil and be subject to terms Conditions and Exclusions of this Sub-section.

**Temporary Repairs Expediting Costs**

This Extension provides insurance for costs necessarily and reasonably incurred:

- 1) In the making of temporary repairs to or
- 2) Expediting of the repair Reinstatement or replacement of Property which suffered insured Damage.

Our maximum liability is £25,000 in respect of any Event of Damage.

**Waste Electrical and Electronic Equipment Disposal Costs**

This Extension provides insurance for costs necessarily and reasonably incurred with Our consent in the disposal of Property which has suffered Damage as required by The Waste Electrical and Electronic Equipment (Amendment) Regulations 2009.

Our maximum liability is £25,000 in respect of any Event of Damage.

**Computer Subsection Exclusions**

We will not indemnify **You** for:

- 1) Any Financial Loss.
- 2) Damage to any Property which is:



- a) Offered or to be offered for lease hire rent or loan by **You**
  - b) Leased hired rented or lent by **You** to others
  - c) Offered or to be offered for sale or sold by **You** where the sale of such Property is in the course of **Your Business**
- 3) Damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the Property
  - 4) Damage to any Property which is not owned leased rented or hired to **You** whilst in **Your** custody or control for programming repair service adjustment alteration storage or transit purposes
  - 5) Any losses that arise directly or indirectly from:
    - a) The transmission or impact of any Virus unauthorised access to **Your System** failure of a System Damage arising out of any misrepresentation use or misuse of Data.

## Additional Expenditure Subsection

### Subsection Cover

We will indemnify **You**:

- 1) For costs necessarily and reasonably incurred to reinstate programs and information following Loss of Information from the Property whilst situated and/or in transit anywhere in the world.
- 2) When **Your Business** operations are interrupted or interfered with due to an insured Damage Event during the Period of Insurance and We will pay the additional expenditure necessarily and reasonably incurred by **You** and any Loss of Interest during the Indemnity Period in consequence of such interruption or interference.

### Limit of Liability

Our liability will not exceed in any Period of Insurance

- 1) 10 per cent of the Sum Insured stated in the Schedule in respect of the Computer Subsection.
  - 2) £25,000.
- or
- 3) The Sum Insured stated in the Schedule in respect of the Additional Expenditure Subsection whichever is the greater.

### Additional Expenditure Subsection Exclusions

We will not indemnify **You** for Loss of Information:

- 1) From any Property which is:
  - a) Offered or to be offered for lease hire rent or loan by **You**.
  - b) Leased hired rented or lent by **You** to others.
  - c) Offered or to be offered for sale or sold by **You** where the sale of such Property is in the course of **Your Business**.
- 2) Where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance



rental hire or lease or any provision in an agreement for the supply of the Property.

- 3) From any Property which is not owned leased rented or hired to **You** whilst in **Your** custody or control for programming repair service adjustment alteration storage or transit purposes.

## Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

### Public Relation Expenses

This Extension provides insurance for publicity costs and expenses necessarily and reasonably incurred with Our prior consent which We will not unreasonably withhold directly relating to the protection of **Your** brand image as may be impacted by the negative press coverage following Damage and/or Loss of Information insured by this Section.

Our maximum liability is £10,000 in respect of any Event of Damage and/or Loss of Information.

## Section Conditions

### Breakdown

Our liability will not exceed £10,000 any one Event of Damage when Property described in Computer Equipment All Other Computer Equipment and Ancillary Equipment suffers Damage due to its own breakdown or derangement and at the time of the Damage the Property is not the subject of a maintenance rental hire or lease agreement that provides at inclusive cost a service of at least on-call remedial or corrective maintenance with free repair or replacement in the event of breakdown or derangement arising out of normal use.

## Special Precautions

We require **You** to:

- 1) Maintain the Property in good order and efficient operating condition.
- 2) Observe the manufacturers' and suppliers instructions for use operation storage transit and inspection of the Property.
- 3) Back up information other than software programs at least once every 24 hours verify and store taking all reasonable precautions in their safe storage and separately maintain one Verified Back-Up Copy at least once every 7 days in a location away from the Premises.
- 4) Maintain an up to date set of software programs and one Verified Back-up Copy in a separate location away from the Premises.
- 5) Obtain and keep in force and effect a proper and valid licence in respect of any software program in **Your** possession.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability



under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst **You** are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst **You** are not in full compliance with the obligations above.

## Section Exclusions

We shall not provide indemnity for:

- 1) Damage including loss of information consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this Exclusion does not apply to damage to any other part of the Property free from such corrosion or erosion.
- 2) Interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication.
- 3) Damage including Loss of Information:
  - a) Occurring in the Netherlands caused by flood.
  - b) Caused by Pollution or Contamination.
- 4) Damage occurring prior to successful completion of commissioning.
- 5) Any cost incurred in consequence of **Your** use of software on which development has not been finalised or which has not passed all testing procedures and has not been successfully proven.
- 6) Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this Exclusion does not apply to Damage to any other part of the Property free from any such condition.
- 7) The Excess stated in the Schedule.



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## Money Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper-case letter except where otherwise stated.

#### Money

Means the face value of cash (notes and coins) cheques giro cheques travellers cheques postal or money orders bankers drafts current postage and revenue stamps unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds holiday with-pay stamps bills of exchange credit and debit card sales vouchers luncheon vouchers consumer redemption vouchers trading stamps gift tokens VAT purchase invoices all pertaining to **Your Business** and belonging to **You** or for which **You** are responsible.

#### Basis of Claims Settlement

Means the amount payable will be the value of the Money up to the Limit of Liability or other Property insured at the time of the Damage or at Our option the reinstatement or replacement of such other property or any part of it.

#### Benefits

Means the amounts payable in respect of:

- a) Death.
- b) Loss of limbs which shall mean total loss of use or loss by physical separation at or above the ankle or wrist of one or more limbs.
- c) Loss of sight which shall mean total irredeemable and irrecoverable loss of sight in one or both eyes.
- d) Permanent total disablement which shall mean permanent total disablement from engaging in or attending to business of any kind.
- e) Temporary total disablement which shall mean temporary disablement entirely preventing the Insured Person from engaging in or attending to his or her usual occupation.

#### Bodily Injury

Means physical or mental injury caused solely by assault following Specified Peril 16) Theft or Attempted Theft but not Disease.

#### Business Hours

Means the period during which the Premises are occupied for **Your Business** and during which **You** or any Insured Person entrusted with Money is in the Premises or at the sites of contract.

#### Insured Person

Means **You** or any partner director or Employee of **Yours**.





## Section Cover - Money

Loss of Money by any cause occurring at the Premises or in transit or at a private residence of **Yours** or an Insured Person anywhere within the Territorial Limits during the Period of Insurance.

## Limit of Liability

Our liability under this Section shall not exceed the Limits and/or Benefits stated in the Schedule.

## Section Extensions

The terms Conditions and Exclusions of this Policy and/ or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies.

### Bank Night Safe

This extension provides insurance for Money deposited in a recognised bank night safe until processed into **Your** account up to the amount specified under item (a) of the schedule of limits.

### Company Credit Cards

This extension provides insurance for losses incurred by **You** following theft of a company credit card by a third party not being an Insured Person.

This extension applies only in respect of unauthorised use of a company credit card by the said third party subject to a limit of £1,000 for any one Event and not exceeding £5,000 for any one Period of Insurance provided that:

- 1) **You** fully comply with the terms and conditions imposed by the issuer of the card.
- 2) any losses being reported to the police and the issuer of the card within 24 hours of discovering the loss.
- 3) Our liability shall not apply in respect of any losses recoverable from or cancelled or rescinded by the issuer of the card.

### Damage to

- 1) Cases bags belts or waistcoats whilst being used for the transit of Money.
- 2) Safes strong rooms and stamp franking machines.
- 3) Cash registers provided they are left open outside of Business Hours.

That are **Your Property** or for which **You** are responsible caused directly by Specified Peril 16) Theft or Attempted Theft or any attempted theft of Money.

### Fidelity

This Extension provides insurance for theft of Money arising from any act of fraud or dishonesty by any Insured Person provided that the theft of Money is discovered by **You** within 30 days of an act of fraud or dishonesty having first been committed by such Insured Person whether acting solely or in collusion.

Our maximum liability is up to £10,000 for any one Period of Insurance.



**Keys**

This Extension provides insurance for the cost of replacement keys or lock mechanisms of safes or strong rooms with Our consent following theft of keys by force or violence.

Our maximum liability is up to £5,000 any one Event and £10,000 any one Period of Insurance.

**Non-negotiable Money**

Crossed cheques crossed money orders crossed postal orders crossed bankers drafts unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds credit and debit card sales vouchers and VAT purchase invoices subject to a limit of £250,000 for any one Event.

**Bodily Injury**

We will pay Benefits stated in the Schedule in respect of any Bodily Injury sustained by any Insured Person in the course of the **Your Business** where such Bodily Injury arises directly from assault following Specified Peril 16) Theft or Attempted Theft provided that:

- 1) Benefits shall be payable only under one of items 1, 2 or 3 of the Schedule.
- 2) Benefits shall not be payable to any person whose age exceeds 70 years.

**Personal Effects**

This extension provides insurance for Damage to clothing or personal effects other than motor vehicles of any Insured Person following Specified Peril 16) Theft or Attempted Theft.

Our maximum liability is up to £500 per person.

**Vending Machines**

This extension provides insurance for loss of Money by forcible and violent means from any vending machine at the Premises.

Our maximum liability is up to £250 for any one Event.

## Section Conditions - Money

**Claims (Personal Accident / Assault)**

In the Event of any Bodily Injury giving rise to a claim under this Section the Insured Person will:

- 1) Place themselves under the care of a registered medical practitioner.
- 2) Submit certificates information and evidence to support a claim at **Your** own expense.
- 3) Submit to any medical examination as may be required by Us at Our expense.

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst **You** are not in full compliance with the obligation above.



## Section Exclusions - Money

We will not indemnify You for:

- 1) Depreciation in value dishonoured cheques or the use of counterfeit Money.
- 2) Any shortage of Money arising from error or omission.
- 3) Loss from:
  - a) Gaming and amusement machines.
  - b) Any automated teller machine or cash dispensing machine.
- 4) Loss of Money during transit by unregistered post.
- 5) Loss of Money from any Unattended Conveyance.
- 6) Subsequent or inevitable loss of any kind.



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## Goods in Transit Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper-case letter except where otherwise stated.

#### Conveyance

Means the method of transporting the Property as stated in the Schedule.

#### Computer Equipment

Means:

- 1) All computer equipment (including interconnecting wiring fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding:
  - 1.1) Computers which are an integral part of any item of process or production machinery.
  - 1.2) Fixed vehicle satellite navigation systems.
- 2) Ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access, equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices Anti- Theft devices which have been approved by Us gas flooding equipment and pipe work and computer room partitioning.
- 3) Programs and/or information stored upon fixed discs.
- 4) All current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information thereon owned by or on deferred purchase leased hired rented or for which the **You** are responsible.

#### Property

Means goods or merchandise related to **Your Business** which **You** own or for which **You** are responsible unless We state otherwise in the Schedule.

#### Section Cover

Damage to Property whilst in Transit within the Territorial Limits by any Conveyance

#### Limit of Liability

Our liability under this Section shall not exceed the Limits of Liability stated in the Schedule or Limit stated in any Extension.

#### Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Extensions and where no Limit or maximum liability is stated in the Extensions the Section Limit of Liability applies.



**Clothing and Personal Effects**

This Extension provides insurance for Damage caused by or following accident to the Conveyance vehicle and/or trailer to any item owned worn or carried by a director partner or Employee whilst in Transit and going about **Your Business**.

Our maximum liability is up to £500 any director partner or Employee.

**Tarpaulins Sheets Ropes**

This Extension provides insurance for Damage to tarpaulins sheets ropes securing chains packing materials dunnage and toggles owned by **You** or for which **You** are responsible provided that Damage is caused whilst such Property is in use on the Conveyance vehicle and/or trailer owned or operated by **You**.

Our maximum liability is £1,000 any one loss.

**Tools and Travellers' Samples**

This Extension provides insurance for Damage to director's partners or Employee tools and samples on the Conveyance vehicle and/or trailer.

Our maximum liability is up to £500 per vehicle and/or trailer unless We state otherwise in the Schedule.

## Section Conditions – Goods In Transit

**Average (Underinsurance)**

If the value of the Property on any one Conveyance shall at the time of the Damage be collectively greater than the Limit for any one Conveyance stated in the Schedule then **You** will be considered as being **Your** own insurer for the difference and shall bear a rateable share of the Damage accordingly.

**Claims (Action by the Insured)**

It is a condition precedent to Our liability that in the Event of Damage **You** will:

- 1) Notify Us immediately of any Event which might give rise to a claim under this Section.
- 2) Hold liable any responsible carrier bailee or other third party in accordance with their Particular terms of trade.
- 3) Provide Us with a written report of the Event as soon as possible.
- 4) Notify the Police as soon as possible of any Specified Peril 6) Malicious Persons and/or 16) Theft or Attempted Theft to the Property insured.

**Debris Removal**

We agree to pay the costs and expenses necessarily incurred by **You** with Our consent in:

- 1) Removing debris and/or damaged Property.
- 2) Dismantling and/or demolishing the damaged Property.
- 3) Shoring up and/or propping.



- 4) The transfer of the Property from one Conveyance to another following an accident to the original Conveyance where there has been Damage to the Property or there would have been but for the action taken to prevent Damage to the Property which is recoverable under this Section.

but excluding:

- a) Any expense incurred in consequence of or to prevent or mitigate Pollution or Contamination or any threat or liability thereof.
- b) The cost of removal of the Property from any Conveyance.
- c) Costs incurred in respect of obligations under pollution statutes or the actions of governmental or other executive body.

Our maximum liability is up to £10,000 or 20 per cent of the Property Item stated in the Schedule whichever is the greater any one loss.

### **Own Vehicle Security**

We will not be liable for Damage caused by Specified Peril 6) Malicious Persons and/or 16) Theft or Attempted Theft whilst the Property is on or contained in any Unattended Conveyance vehicle and/or trailer owned or operated by **You**:

- 1) Unless at the time of being left loaded and unattended:
  - a) All doors and openings are locked.
  - b) The ignition and any other security keys are removed.
  - c) Windows and other means of access adequately and properly secured.
  - d) Any audible alarm and/or immobiliser is set in operation.
  - e) Whenever possible the Property is kept in the boot or secure compartment of an Unattended Conveyance or where no boot or secure compartment exist the Property must be covered over and hidden from view.

and

- 2) During these periods:
  - a) After the completion of the driver's working day.
  - b) Between the hours of 21.00 hours or when the Conveyance vehicle and/or trailer was last occupied whichever is the earlier and until the conveyance vehicle and/or trailer is first used or 06.00 hours whichever is the later.
  - c) On non- working days unless the Unattended Conveyance vehicle and/or trailer is:
    - i) Garaged in a fully enclosed and securely locked Building.
    - ii) In a secure park which provides 24 hour human surveillance and perimeter gates and other entrances locked.
    - iii) In a public car park while under surveillance by the driver or other responsible person authorised by **You**.

Or when the Property is removed from the Unattended Conveyance vehicle and/or trailer to a private dwelling house or hotel room or securely locked Building and Damage is caused by Specified Peril 6) Malicious Persons and/or 16) Theft or Attempted Theft from the private dwelling house or hotel room or securely locked Buildings.



## Section Exclusions – Goods In Transit

We will not indemnify **You** for:

- 1) Damage caused by:
  - a) Inherent vice latent defect gradual deterioration wear and tear frost faulty or defective design or materials.
  - b) Disappearance or unexplained or inventory shortage.
  - c) Corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects.
  - d) The deterioration of Property whilst in Transit in frozen chilled or insulated condition due to variations in temperature unless directly consequent upon Specified Peril 1) Fire and/or 6) Malicious Persons and/or 16) Theft or Attempted Theft and/or accident to the Conveyance.
  - e) Or with **Your** connivance or any partner director or Employee of **Yours**.
- 2) Damage due to:
  - a) Insufficient or faulty packing loading stowing wrongful addressing labelling or delivery.
  - b) Delay or loss of market or other subsequent or inevitable loss of any kind.
- 3) Damage to:
  - a) Jewellery or watches
  - b) Precious metals precious stones or articles composed of such materials
  - c) Wines spirits perfumes tobacco products or furs
  - d) Deeds documents manuscripts or plans
  - e) Computer Equipment
  - f) Plasma screens mobile phones digital cameras or DVD players
  - g) Livestock
  - h) Explosive goods
  - i) bullion
  - j) money

Unless We state otherwise in the Schedule:

- 4) Damage to:
  - a) China glass or earthenware.
  - b) Pictures paintings works of art plasterwork or statuary marble.
  - c) Scientific instruments of any kind.

Unless caused by Specified Peril 1) Fire and/or 6) Malicious Persons and/or 16) Theft or Attempted Theft and/or accident of the Conveyance vehicle and/or trailer and/or an object falling onto the Conveyance vehicle and/or trailer:

- 5) Damage to Property in or on soft-topped or open-topped or open-sided or curtain-sided Conveyance vehicles and or trailers owned or operated by **You** or in **Your** care custody or control if caused by Specified Peril 9) Storm and/or 10) Flood or 16) Theft or Attempted Theft unless the Conveyance vehicle and/or trailer is stolen at the same time.
- 6) The Excess amount stated in the Schedule.



## Frozen Foods Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper-case letter except where otherwise stated.

#### **Basis of Settlement**

Means determining the cost price of the Property at the time of Damage or at Our option replacement of the Property.

#### **Cold Chamber**

Means the cold-room or chamber in which the Property is stored at a controlled temperature.

#### **Damage**

Means loss of or physical damage to the Property by deterioration or putrefaction.

#### **Property**

Means stock of foodstuffs whilst in the Cold Chamber of any deep freeze at the Premises stated in the Schedule belonging to **You** or for which **You** are responsible.

### Section Cover

Damage at the Premises occurring during the Period of Insurance due to or arising from:

- 1) A rise or fall in temperature owing to a failure of the freezer cabinet.
- 2) Accidental escape or leakage of refrigerant or refrigerant fumes.
- 3) Accidental failure of the public or private supply of electricity.

### Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown in the Schedule in respect of any one Period of Insurance unless stated otherwise by Endorsement.

### Section Conditions

#### **Automatic Reinstatement**

In the absence of written notice from Us to **You** to the contrary the Sum Insured by this Section will not be reduced by the amount of the agreed claim settlement and in return **You** undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof.





**Average (Underinsurance)**

Each of the Sums Insured by this Section is declared to be separately subject to average. Whenever a Sum Insured is declared to be subject to average if such sum shall at the commencement of any Damage be less than the value of the Property insured within such Sum Insured the amount payable by Us in respect of such Damage shall be proportionately reduced.

**Section Exclusions – Frozen Food**

We shall not indemnify **You** for:

- 1) Damage caused by:
  - a) **Your** wilful act or neglect of any partner Director or Employee or their families.
  - b) The deliberate act of any electricity supply authority or the exercise by any such authority to withhold or restrict supply.
  - c) The failure of freezer cabinets which are:
    - i) Over 15 years old.
    - ii) Over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company.
    - iii) Powered by a motor in excess of 2 horse power.
  - d) Any operative Specified Peril under the Material Damage Section.
  - e) Moth or vermin or insects.
  - f) Wear and tear deterioration or gradually developing flaws or defects in refrigerating plant or faulty packaging of Property.
  - g) The incorrect setting of thermostats or automatic controls.
- 2) Damage to Property which has passed the date set by the manufacturers for consumption.
- 3) Subsequent or inevitable loss of any kind.
- 4) The Excess amount stated in the Schedule.



## Loss of Licence Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper-case letter except where otherwise stated.

#### **Basis of Claims Settlement**

Means the depreciation in value of the interest of the Insured in the Premises and costs and expenses incurred by **You** with Our written consent in connection with any appeal in respect of forfeiture of or refusal to renew such Licence.

#### **Insured/You/Your**

Means the person or corporate body or organisation and any third-party interest noted in the Schedule or by Endorsement. Each Insured is considered to be a separate legal entity and the Insurance provided will operate as if a separate Policy had been issued to each Insured subject to the Limit of Liability.

#### **Licence**

Means licence granted to the Insured in respect of the retail sale of excisable liquors at the Premises but excluding any temporary licence.

### Section Cover

Loss of Licence arising solely from forfeiture under the provisions of the appropriate legislation covering the issue of such Licence or refusal to renew the Licence after due and proper application for renewal thereof.

#### **Limit of Liability**

We will indemnify **You** up to but not exceeding the Limit of Liability stated in the Schedule in respect of any one Period of Insurance provided that if We are liable to indemnify more than one Insured the aggregate amount of indemnity to all shall not exceed the Limit of Liability stated in the Schedule.

### Section Conditions

#### **Claims (action by You)**

It is a condition precedent to liability that in the event of the Licence being forfeited or renewal being refused **You** will:

- 1) Give notice in writing to Us within 24 hours of becoming aware of such Event stating the grounds upon which the decision was made.
- 2) Deliver as soon as possible thereafter a written statement substantiating any claim together with such documents statements and accounts as may be required to verify such claim and if required by Us make a statutory declaration as to the truth of such claims and give Us free access to the Premises and **Your** books of account or other business books or documents as may be necessary for ascertaining the value of the Premises and the goodwill in relation to the Licence.



- 3) Give all such assistance as We may require for the purpose of an appeal against such forfeiture or refusal to renew.
- 4) Apply if practicable and if required by Us for the grant of a new Licence for the same or alternative Premises as may enable **You** to continue **Your Business** in similar or alternative form.

### Claims (notification)

It is a condition precedent to liability that **You** will immediately notify Us:

- 1) On becoming aware of any circumstance which may result in a claim under this Section.
- 2) Of any complaint prosecution or intended prosecution:
  - a) In respect of the Premises or the conduct or control thereof.
  - b) In relation to the honesty or moral standing of the licence-holder manager or tenant or occupier of the Premises.
- 3) Of any transfer or proposed transfer of the Licence tenancy or management of the Premises.
- 4) Of any objection to renewal of the Licence or any other matter affecting the issue of such Licence.

### Non-contribution

If the forfeiture or refused renewal of the Licence which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance We shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected.

### Replacement

If:

- 1) Death bankruptcy or incapacity of
- 2) Conviction of
- 3) Desertion of the Premises by

The licence-holder or manager or tenant or occupier of the Premises happens and consequently the Licence or its renewal may be endangered **You** will at Our request take all practicable steps to secure the replacement of such person by a person who will be acceptable to the licensing justices or other authority for the transfer to or renewal of the Licence.

## Section Exclusions – Loss of Licence

We will not indemnify **You**:

- 1) In the event that compensation is payable to **You** by virtue of any legislation relating to the Licence.
- 2) If forfeiture or non-renewal of the Licence is caused:
  - a) Directly or indirectly by **Your** misconduct or procurement or connivance or neglect or omission or failure by **You** to take any step necessary for keeping the Licence in force.
  - b) By alteration of the Premises without consent of the appropriate authority.
  - c) By the Premises:
    - i) Being closed for any period which is not required by law.
    - ii) Not being maintained in a sanitary condition or satisfactory state of repair.
    - iii) Being required for any public purposes or affected by any scheme of Town and Country



- planning or redevelopment.
  - iv) By alteration of the law affecting the issue of Licences.
- 3) For the loss of any extension to the normal opening hours.

