

# PARDUS

**COMMERCIAL COMBINED  
POLICY WORDING**



## CONTENTS

<b>About Your Policy .....</b>	<b>3</b>
<b>Complaints .....</b>	<b>6</b>
<b>How to Make a Claim .....</b>	<b>8</b>
<b>Data Protection .....</b>	<b>9</b>
<b>Policy Definitions.....</b>	<b>11</b>
<b>Policy Conditions .....</b>	<b>16</b>
<b>Policy Exclusions.....</b>	<b>23</b>
<b>Section - Material Damage .....</b>	<b>29</b>
<b>Section - Business Interruption .....</b>	<b>49</b>
<b>Section - Liability .....</b>	<b>61</b>
<b>Subsection - Employers Liability.....</b>	<b>63</b>
<b>Subsection - Public Liability.....</b>	<b>65</b>
<b>Subsection - Products Liability .....</b>	<b>70</b>
<b>Section - Personal Accident.....</b>	<b>76</b>
<b>Section - Specified All Risks.....</b>	<b>80</b>
<b>Section - Computers and Electronic Risks .....</b>	<b>81</b>
<b>Section - Money Section .....</b>	<b>90</b>
<b>Section - Goods in Transit .....</b>	<b>94</b>
<b>Section - Frozen Food .....</b>	<b>98</b>
<b>Section - Loss of Licence.....</b>	<b>100</b>



## About Your Policy

**Your** policy is administered by Pardus Underwriting Limited a Managing General Agent and underwritten by Accelerant Insurance UK Limited.

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at One Fleet Place, London, England, EC4M 7WS.

Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

Details regarding the extent of regulation by the Prudential Regulation Authority are available from **Us** on request.

The Firm Reference Number of Accelerant Insurance UK Limited UK Branch is 940712. Its UK Establishment Number is BR025748 and its UK Establishment Office is located at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB.

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 **Insurer**.

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 the 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 **Insurers** 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 **Insurers** liability is suspended.

Authorised Signatory  
Darren Stockman

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

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 in relation to **Your** claim, You can do so at any time by contacting:

Reserv Claims Analysis LLC  
275 New N Road  
PMB 3077  
London  
N1 7AA

**Email:**            **claimsUK+Pardus@reserv.com**

**Telephone:**    **0203 966 4282**

Should **You** wish to make a complaint in relation to Your Policy or the service provided, **You** can do so at any time by contacting:

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

**Telephone: 0203 649 7000**

Should **You** remain dissatisfied with the way in which **Your** complaint has been handled, or **You** have not received a final response in relation to **Your** complaint within eight (8) weeks, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free and impartial service for settling disputes between consumers and businesses providing financial services. You can find out more information about the Financial Ombudsman Service by visiting their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** can contact the Financial Ombudsmen Service in one of the following ways:

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)

Please note that **You** will need to refer **Your** complaint to the Financial Ombudsman Service within six (6) months of receiving **Our** final response.

## Financial Services Compensation Scheme

Accelerant Insurance UK Limited is covered by the Financial Services Compensation Scheme.

**You** may be entitled to compensation from the Financial Services Compensation Scheme in the unlikely event that Accelerant Insurance UK Limited is unable to meet its obligations to **You** under **Your** policy.

This will depend on the type of insurance and the circumstances of the claim. The service provided by the Financial Services Compensation Scheme is free and impartial.

**You** can find out more information about the Financial Services Compensation scheme by visiting 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:** 0203 966 4282

**Claims Email Address:** [new.claimUK+Pardus@reserv.com](mailto:new.claimUK+Pardus@reserv.com)





## 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)



## Policy Definitions

These definitions apply to **Your** entire policy wherever these words or phrases appear starting with an upper-case letter and highlighted in bold except where otherwise stated.

### Annexes

The **Buildings** or other **Property** owned by **You** or for which **You** are legally 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.

### Building(s)

Means property belonging to or for which **You** are legally responsible for 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) Portacabins and other temporary **Buildings**.
- 5) Walls gates fences yards driveways car-parks forecourts roads and footpaths.
- 6) 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/Insurer(s)

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

### 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'.

### Contractual Liability

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

### Contract Works

Means the temporary and permanent works executed or in the course of execution in the performance of constructional work undertaken by You or on Your behalf in connection with Your Business including materials for incorporation therein while either:

On or adjacent to the sites of temporary or permanent works or  
In Transit or anywhere within the Territorial Limits.



**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 computer systems. **Denial of Service Attack** includes but is not limited to the generation of excess traffic into network addresses the exploitation of **System** or network weaknesses and the generation of excess or non-genuine traffic between or amongst networks and the procurement of such actions or instructions by other computer systems.

**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:

- Anyone under a contract of service or apprenticeship with **You**.
- Labour master or labour only sub contractor or person supplied or employed by them.
- Self-employed person providing labour only.
- Person hired to or borrowed by **You**.
- Person engaged under a work experience youth training or similar scheme.
- Voluntary workers.
- An 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 out 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.

**Our/Us/We/Insurer(s)**

Accelerant Insurance UK Limited

**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** as shown on the **Schedule**.

**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 for 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** vehicle 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** vehicle.

**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** vehicle 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 period in excess of thirty consecutive days.

**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 Peril 6) Malicious Persons and/or Specified Peril 16) 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 Peril 5) Riot Civil Commotion Strikers Locked-out Workers and/or Specified Peril 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 Sections.

It is a condition precedent to any liability of **Ours** to make any payment under this 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
- 2) **We** may at **Our** option exercise **Our** right under 2) **Our** rights of the Policy Condition Cancellation.
- 3) Return of premium applies.

Except where stated all other policy and section terms Conditions and Exclusions will continue to apply.

If **We** exercise either option 1) or 2) or 3) 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

Applicable to all sections other than Liability.

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.

#### **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

Means 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 **Section**.

### PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES)

Applicable to Employers' Liability, Public Liability and Products Liability Sections

#### Definition

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in any form, including but not limited to:

1. any organic molecule, salt, free radical or ion, the composition of which includes at least one:
  - a. perfluorinated methyl group (-CF<sub>3</sub>); or
  - b. perfluorinated methylene group (-CF<sub>2</sub>-); or
2. any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
3. any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS); or
4. its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.



## Exclusion

There is no cover under this policy for:

1. any **Bodily Injury**, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and
2. any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:
  - a. Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or
  - b. Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or
  - c. Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
  - d. Failure to report any PFAS-containing products or materials to authorities; or
  - e. Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

If **We** allege that this exclusion applies to any claim under this policy the burden of proving the contrary shall be upon the **Insured**.



## Section - Material Damage

### Section Definitions

These definitions apply to this **Section** wherever these words or phrases appear starting with an upper-case letter and highlighted in bold except where otherwise stated.

### Contents

Means:

- 1) **Plant and Machinery**, trade and office furniture
- 2) Fixtures, fittings, blinds and signs
- 3) 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.
- 4) 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.
- 5) Wines spirits cigarettes and tobacco goods held for **Business** entertainment purposes up to a maximum limit of £750 and if not otherwise insured.
- 6) **Money** up to a maximum limit of £1,000.
- 7) Patterns, models, moulds, plans and designs.
- 8) 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.
- 9) **Tenants Improvements**, alterations and decorations whilst in or on the **Building(s)**.
- 10) 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.
- 11) **Contents** in the open yards at the **Premises**.

### 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) Portable computers kept at the **Premises** and not otherwise insured under **Section** Specified All Risks
- 3) 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.
- 4) Electrical and electronic office equipment
- 5) Programs and/or information stored upon fixed discs.
- 6) 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 **You** are responsible.



### Plant & Machinery

Means **Plant & Machinery** including mobile plant and forklift trucks and **Contents** for which **You** are legally responsible for whilst on the **Premises** excluding landlord's fixtures and fittings **Stock, Specified Stock** and materials in trade and **Property** more specifically insured.

### Specified Stock

Means **Specified Stock** for which **You** are legally responsible for whilst on the **Premises** and for the purposes of the **Business** including:

- 1) Wines and spirits
- 2) Tobacco, cigarettes and cigars
- 3) Non-ferrous metals
- 4) Jewellery, watches, precious metals and stones

### Stock

Means **Stock** and materials in trade at **Your Premises** for which **You** are legally responsible for the purposes of the **Business** including:

- 1) Raw materials
- 2) Work in progress
- 3) Finished **Goods**
- 4) Customers **Goods** in trust

whilst in the **Buildings** or in the open yard(s) at the **Premises** excluding **Specified Stock**

### Tenants Improvements

Means improvements, alterations and decorations which have been undertaken to the **Buildings** either by **You** or a previous occupier, as a tenant and for which **You** are legally responsible for as occupier of the **Premises** and not owner.

## 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** damaged 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** 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 provided that:
  - 2.1) **Our** liability for the repair or restoration of **Property** damaged 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



## Section Cover – Material Damage

**Damage** occurring at the **Premises** during the **Period of Insurance** caused by a **Specified Peril** described in this **Section** and as noted 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 Peril 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 recordings.
    - 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 the **Contents** definition.
  - 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 the **Contents** definition.
  - 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**.

### 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 in respect of any **Event** of **Damage**.



### 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 cover for costs and expenses necessarily and reasonably incurred in clearing and cleaning drains sewers and gutters on **Your Premises** where **You** are legally responsible and liable following **Damage**.

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

#### **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 is up to £10,000 in respect of any **Event of Damage**.

#### **Non-invalidation Cover**

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 & Plant**.

### 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.

**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 **Sum Insured** 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 **Sum Insured** for each item stated in the **Schedule** to which this condition applies and the premium has been calculated accordingly.

**Sum Insured** 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 **Sum Insured** 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 **Sum Insured** for the ensuing **Period of Insurance**.
- 2) If at the time of **Damage**, the **Sum Insured** 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 **Sum Insured** 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) Whereby 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 **Sum Insured** 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**.





## Section - Business Interruption

### Section Definitions

These definitions apply to this **Section** wherever these words or phrases appear starting with an upper case letter and highlighted in bold 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 amount 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**.

**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**.

**Working Expenses**

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

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** and
- 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 whilst 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 **Our** 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 **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 the Business Interruption is noted to be on an estimated basis The Condition of Average (underinsurance) is deleted and **Our** liability will not exceed in respect of **Gross Profit Gross 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 **Estimated Gross Profit** or **Estimated 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.



---

## Section - Liability

### Section Definitions

These definitions apply to this **Section** wherever these words or phrases appear starting with an upper-case letter and highlighted in bold 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 by **You** or any other person entitled to indemnity for 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 vehicle at the point of final departure to such **Offshore Installation** until the time of disembarkation from a conveyance vehicle 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 **Offshore 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.



## Subsection - Employers Liability

### 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**.





## Subsection - Public Liability

### 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 subsection.
- 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 starting with an upper case letter and highlighted in bold except where otherwise stated.

### 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 **Your** 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 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**.



## Subsection - Products Liability

### 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 **Bodily Injury** arising out of or in connection with the failure of any **Product Supplied** 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.



## Section - 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	<b>Permanent Total Disablement</b>	100%
8	<b>Temporary Total Disablement</b> (weekly wage maximum £250)	67% of Gross Weekly Wage
9	<b>Temporary Partial Disablement</b> (weekly wage maximum £100)	40% of Gross Weekly Wage
10	Hospital Benefit (up to a maximum of £250)	£25 per 24 hours

### Section Definitions

These definitions apply to this **Section** wherever these words or phrases appear starting with an upper-case letter and highlighted in bold except where otherwise stated.

#### **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 caused:

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. - 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 obligations 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.
  - (e) Engaging in or taking part in armed forces service or operations.
  - (f) **Bodily Injury** resulting from the use of by any **Insured Person** of a motorcycle (as driver or passenger) other than under 250c.c and when the driver is duly qualified and in 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 of 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.



## Section - Specified All Risks

### 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 an **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**.





## Section - Computers and Electronic Risks

### Section Definitions

These definitions apply to this **Section** wherever these words or phrases appear starting with an upper case letter and highlighted in bold except where otherwise stated.

#### 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.

#### 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**.

#### 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.

#### 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) **You** 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.

### 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.

### 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.

### Maximum Indemnity Period

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



### 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.

### Programs and or Information

Stored upon fixed discs.

### Property

Means material **Property**.

### 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.

### 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**.

### 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 subsection.

### 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 rentor 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**.



## Section - Money Section

### Section Definitions

These definitions apply to this **Section** wherever these words or phrases appear starting with an upper-case letter and highlighted in bold 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 **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** vehicle.
- 6) Subsequent or inevitable loss of any kind.



## Section - Goods in Transit

### Section Definitions

These definitions apply to this **Section** wherever these words or phrases appear starting with an upper-case letter and highlighted in bold 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** vehicle and/or trailer.

#### 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 **Conveyance** 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** and/or trailer 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** vehicle and/or trailer to another following an accident to the original **Conveyance** vehicle and /or trailer 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 vehicle** and/or trailer.
- 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 for 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** vehicle and/or trailer 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 vehicle and/or trailer.**
  - 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 Specified Peril 6) Malicious Persons and/or Specified Peril 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 Specified Peril 10) Flood or Specified Peril 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.**



## Section - Frozen Food

### Section Definitions

These definitions apply to this **Section** wherever these words or phrases appear starting with an upper-case letter and highlighted in bold 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**.



## Section - Loss of Licence

### Section Definitions

These definitions apply to this **Section** wherever these words or phrases appear starting with an upper-case letter and highlighted in bold 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 **Our** 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 **Our** 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.

