

Combined Liability Insurance Policy Wording



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Introduction

Welcome and thank **You** for choosing Thames Underwriting Limited as **Your** insurance provider.

We work in partnership with **Your** Insurance Intermediary who will be happy to answer any questions **You** may have concerning the **Policy**.

Do not wait until **You** have a claim before **You** read and understand this **Policy** - please read it now and keep it in a safe place.

In particular make sure that:

- All the details shown in the **Schedule** and **Statement of Fact** are correct (let your Insurance Intermediary know immediately if any changes are necessary).
- **You** have read the conditions and exclusions relating to those applicable Sections shown as Insured in the **Schedule** together with the General Conditions and Exclusions (Applicable to all Sections).
- **You** understand how to make or report a claim and **Your** duties in respect of Ministry of Justice Portal Claims (Duties owed by the Insured)
- **You** understand the notes and how to make a complaint as stated in the Complaints Section.

If **You** have any queries about the **Policy** or do not understand any part of it or feel that it does not meet your requirements please consult your Insurance Intermediary.

Policy Guide

Credit Reference Agencies

Your information may be linked to and **Your** application assessed using credit reference agency records relating to anyone with whom **You** have a joint account or similar financial association.

Employers' Liability Tracing Office (ELTO) – Notice to Policyholders

This Notice does not form part of your contract of insurance and is for information purposes only

Certain information relating to **Your Policy** including without limitation the **Policy** number(s) employers' names and addresses (including subsidiaries and any relevant changes of name) coverage dates employers' reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers' Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (the 'Claimants'):-

1. to identify which Insurer(s) were providing Employers' liability cover during the relevant periods of employment and
2. to identify the relevant Employers' Liability Insurance policies.

The Database will be managed by the ELTO

The Database and the data stored on it may be accessed and used by the claimants their appointed representatives' Insurer(s) with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this Policy you will be deemed to specifically consent to the use of your Policy data in this way and for these purposes.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering when for example:-

- a) checking applications for and managing credit and other facilities and recovering debt.
- b) checking insurance proposals and claims.
- c) checking details of job applicants and **Employees**.

We and other organisations that may access and use information recorded by fraud prevention agencies may do so from other countries.

Guidance Notes in Relation to Collection of Excess

Please note that payment of the **Excess** is a condition precedent and therefore in the event the **Excess** is not paid when requested **We** will not pay the claim under this **Policy** and **You** will have to pay any claims in full and may be liable to repay any costs incurred by **Us**.

Obligations to Employees and others

We also remind **You** of **Your** obligations under the **Health and Safety at Work Act 1974** to protect the health safety and welfare of your **Employees** which includes;

- . Workplace risk assessments.
- . Full and effective training.
- . Provision of appropriate personal protective equipment (PPE).
- . Communication of health and safety procedures.

Use of Data

It is understood by the **Insured** that any information provided to **Us** regarding **You** will be processed by the **Us** in compliance with the provisions of the **Data Protection Act 1998**.

We will use **Your** information to manage **Your** insurance **Policy** including underwriting and claims handling. This may include disclosing it to other Insurer(s) third party suppliers' loss adjusters and reinsurers (the Group) or Governmental bodies. **Your** information includes data about **Your** transactions. **We** may use and share **Your** information with other members of the Group or Governmental bodies to help us and them:-

- . assess financial and insurance risks.
- . recover debt.
- . prevent and detect crime.
- . develop services and systems.

We do not disclose your information to anyone outside the Group except:-

- . where **We** have **Your** permission or
- . where **We** are required or permitted to do so by Law or
- . to other companies who provide a service to **Us** or **You** or
- . where **We** may transfer rights and obligations under this agreement.

Sensitive Information

Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the **Data Protection Act 1998** (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy** documents.

When You will be asked to pay the Excess:-

To encourage the reporting of claim circumstances in accordance with the condition precedent requirements in General Condition 6 the **Excess** will not be called for by **Us** unless or until liability has been admitted or **Defence Costs** are incurred [other than **Our** own salary and other internal costs]. This approach will apply to all claims with the exception of third party property damage claims where **You** will be asked for the **Excess** as soon as the claim has been lodged and indemnity confirmed.

Please note: No **Excess** will be payable unless a formal claim has been made by the claimant or a solicitor or other representative on their behalf. Failure to report an incident which may give rise to a claim may lead **Us** to refuse to pay the claim.

Statutory Status Disclosure

Argenta Syndicate 2121 at Lloyds is managed by Argenta Syndicate Management Limited (ASML).

Argenta Syndicate Management Limited (registered number 204974) (ASML) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA).

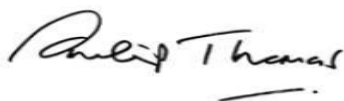
Registered Office: 130 Fenchurch Street, London, EC3M 5DJ. The FCA's website, which includes a register of all regulated firms can be visited at www.fca.org.uk/register.

Certification of Underwriters notice

This is to Certify that in accordance with the authorisation granted under Contract to Thames Underwriting Limited (the **Coverholders**) to operate a binding authority underwriting agreement and to act on behalf of the Insurer(s) whose names and proportions underwritten by them are supplied within the **Schedule** attaching to this **Policy** the said Insurer(s) are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

This **Policy** has been issued and signed on behalf of the **Us** by Thames Underwriting Limited.

Authorised signatory



Director – Thames Underwriting Ltd

Acting on behalf of Argenta Syndicate 2121 at Lloyd's

Policy Definitions

Any word or expression to which a specific meaning has been given in any part of this **Policy** shall bear such meaning wherever it appears.

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 organisation(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.

All Other Contents shall include:

- a) documents manuscripts and business books and records deeds documents (including stamps thereon) plans and writings of every description books (written or printed) computer systems computer tapes and records patterns models moulds plans and designs for an amount not exceeding £1,000 but only for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing such records and excluding any expenses in connection with the production of information to be recorded therein;
- b) personal property of **Your** employees directors partners or **Your** visitors for an amount not exceeding £500 in respect of any one person in so far as they are not otherwise insured.

Annual Gross Revenue means the **Gross Revenue** Trend Adjusted during the twelve months immediately before the date of the **Damage**.

Annual Rent Receivable means the **Rent Receivable** Trend Adjusted during the twelve months immediately before the date of the **Damage**.

Annual Turnover means the **Turnover** excluding VAT Trend Adjusted during the twelve months immediately before the date of the **Damage**.

Asbestos means asbestos, asbestos fibres or any derivatives of asbestos.

Assault means **Injury** occurring to an **Insured Person** directly due to theft or attempted theft of **Money**.

Benefit Period means the total period (but not necessarily consecutive period) for which item E of the Table of Benefits is payable in respect of any one accident to any **Insured Person**.

Buildings means fixed permanent structure(s) at the **Premises** including:

- 1) Landlords' fixtures and fittings;
- 2) foundations yards car parks paths roads hoardings walls gates and fences around and pertaining to **Your Premises**;

and in so far as they are not otherwise insured and for which **You** are responsible

- 3) Outbuildings extensions annexes and gangways;
- 4) Fixed Glass and Sanitaryware;
- 5) Fixed Security Cameras and lights;
- 6) Sewage Plants and equipment and the like;
- 7) telephone gas water and electricity meters pipes cables and the like including such property for which **You** are responsible but which is underground and/or in adjoining yards or roadways and which partly or wholly serves to supply the fixed permanent structure(s) at **Your Premises**;

Unless specifically agreed by **Us** and noted in **Your Schedule** the **Buildings** must be built of brick stone or concrete and roofed with slate tile or concrete and/or are as more particularly described in a survey report and in the proposal both of which must be lodged with **Us**.

Business shall mean the **Your** occupation as stated in the **Schedule** and includes:-

- 1) the ownership (including maintenance) of buildings specifically insured by this **Policy**;
- 2) the provision and management of canteen sports and social and welfare facilities for **Your Employees**;
- 3) First aid fire and ambulance services;
- 4) Private work carried out with **Your** consent for **You** or any of **Your** directors partners or other senior officials of **Your Business** by any of **Your Employees** within the **Territorial Limits**.

Business Hours means the period during which that portion of the **Your Premises** containing **Money** is physically occupied for **Business** purposes and during which the **You** or **Your Employees** entrusted with **Money** are in the said portion of the **Premises**.

Computer Virus(es) shall mean 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".

Consequential Loss shall mean loss resulting from interruption of or interference with the **Business** carried out by **You** at **Your Premises** in consequence of **Damage** to any building or other property used by **You** at the **Premises** for the purpose of the **Business**.

Contract Works shall mean all works executed or in the course of execution by or on behalf of the **Insured** in the performance of any contract entered into by the **Insured** and materials for incorporation therein and all plant tools equipment temporary works or temporary buildings for use in connection therewith.

Cost and Expenses means:

- 1) all costs and expenses recoverable by any claimant from **You**.
- 2) the costs and expenses incurred with **Our** written consent for:
 - a) representation at any Coroners inquest or Inquiry in respect of any death;
 - b) the defence of proceedings in any court brought against **You** in respect of breach or alleged breach of statutory duty resulting in **Injury**;
- 3) all other costs and expenses of litigation incurred with **Our** written consent.

Coverholder shall mean Thames Underwriting Limited (Thames Underwriting)

Damage shall mean sudden and unforeseen physical loss destruction or damage.

Damages means monetary compensation which **You** are legally liable to pay as a result of physical **Loss** or **Damage** or destruction caused by an actionable wrong by **You** or another person or legal entity and shall not include exemplary punitive or aggravated awards.

Debris Removal shall mean the costs and expenses necessarily incurred by **You** or with **Our** consent in removing debris of the portions or portions of the **Buildings Machinery** and **Plant Contents** and **Stock** insured destroyed or damaged by any **Defined Peril** hereby insured against.

Defence Costs shall mean Fees and expenses reasonably and necessarily incurred by **You** including claimant's costs and expenses with **Our** written consent in respect of legal costs disbursements investigative and related expenses as a result of any matter falling for indemnity under any of the applicable Sections of this **Policy** involving:-

- 1) Defending and proceedings relating to a claim;
- 2) Conducting any proceedings for indemnity contribution or recovery relating to any claim;
- 3) Investigating assessing negotiating or compromising any claim or circumstance that might give rise to a claim;
- 4) Investigating assessing or acting in connection with any investigation enquiry PACE interview or inquest arising from any circumstance that might give rise to a claim.

Defence Costs do not include any internal or overhead expenses of **Your Employees** or the cost of their time.

Defined Peril shall mean:

- 1) fire excluding **Damage** to the **Property Insured** caused by:
 - a) explosion resulting from Fire;
 - b) earthquake;
 - c) any properties:
 - a. own spontaneous fermentation or heating or;
 - b. undergoing any heating process or any process involving the application of heat;
- 2) lightning;
- 3) explosion excluding **Loss** or **Damage** by:
 - a) fire resulting from explosion;
 - b) explosion of boilers or of gas used for domestic purposes only;
- 4) aircraft or other aerial devices or articles dropped therefrom excluding **Damage** by Fire;
- 5) riot civil commotion strikers locked-out workers persons taking part in labour disturbances acting on behalf of or in connection with any political organisation excluding **Loss** or **Damage**:
 - a) arising from cessation of work;
 - b) by fire caused by strikers locked out workers persons taking part in labour disturbances or malicious persons;
 - c) occasioned by or happening through confiscation or destruction or requisition by the order of the government or any public authority.
- 6) malicious persons excluding **Loss** or **Damage**:
 - a) arising from cessation of work;
 - b) by fire;
 - c) by theft;
 - d) caused by persons acting on behalf of any political organisation.
- 7) theft (to the extent specified in the Theft Extension of Section 1),
- 8) earthquake;
- 9) storm or flood excluding **Damage** by lightning frost subsidence ground heave or landslip;
- 10) escape of water from any tank apparatus or pipe excluding **Damage** by water from any automatic sprinkler installation;
- 11) impact by any road vehicle or animal.

Electronic Data shall mean 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.

Employee shall mean any person under a contract of service or apprenticeship with **You** and shall extend to include the following persons whilst working for the **Insured** in connection with the **Business**:

- 1) any labour master or labour only subcontractor or person supplied by any of them.
- 2) any self-employed person or self employed person providing labour only.
- 3) any person undergoing work experience
- 4) any person hired or borrowed by the **Insured**.
- 5) any driver under the Construction Plant Hire Association conditions.

Endorsement is a variation in the terms and conditions (or change of details) of **Your Policy**

Estimated Gross Profit is the amount declared by the **You to Us** as representing not less than the Gross Profit which it is anticipated will be earned by the **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 twelve months).

Estimated Gross Revenue is the amount declared by the **You to Us** as representing not less than the Gross Revenue which it is anticipated will be earned by the **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 twelve months).

Excess shall mean the first part of each and every loss which **You** shall bear after the application of the condition of average (underinsurance).

Financial Loss shall mean a pecuniary loss suffered by any customer or user of any **Product** supplied by the **Insured** not caused by **Injury** or **Damage to Property**.

Foreign Judgement shall mean any judgement order or award by a Court Of Tribunal in any jurisdiction other than England and Wales Scotland Northern Ireland the Isle of Man or the Channel Islands.

Gaming Amusement and Entertainment Equipment shall mean gaming or amusement machines change machines snooker or pool tables bingo casino and other entertainment equipment including but not limited to special lighting and sound equipment including tapes records compact discs mini discs.

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 will exceed the sum of the amounts of the opening stock and work in progress and the amount of the Specified Working Expenses.

Gross Revenue is the **Money** paid or payable to **You** for services rendered in the course of **Your Business** at **Your Premises**.

Incident shall mean the **Loss** or destruction of or **Damage** to any building or other **Property** used by **You** at **Your Premises** for the purpose of the **Business**.

Indemnity Period is the period beginning with the occurrence of the Incident and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence thereof.

Injury shall mean bodily injury including death illness and disease or shock.

Insured/You/Your shall mean the person(s) and/or corporate body and named in **Your Schedule and includes:-**

- a) Any subsidiary company which is named in the **Schedule** operating in or from **Your Premises** in the United Kingdom the Isle of Man or the Channel Islands;
- b) At **Your** written request.

Insured Person means:

- 1) the Insured or any Principal Director or **Employee** of the **Insured**; or
- 2) any person acting on behalf of the Insured other than an employee of a Security Company or Organisation.

Insurer/We/Us/Our shall mean Argenta 2121 at Lloyd's

Limit of Indemnity shall mean the maximum amount stated in the Schedule which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of **Pollution** or Contamination and **Product** the **Limit of Indemnity** will apply to the total of all events happening in any one **Period of Insurance**.

Loss of a Limb shall include loss of use of such limb.

Loss of Eye shall include total and irrecoverable loss of sight.

Loss or Damage shall mean tangible loss destruction or damage.

Machinery Plant and Contents shall mean machinery plant and **All Other Contents** including tenants' improvements alterations and decorations within **Your Buildings** or belonging to **You** or held by **You** in trust for which **You** are responsible but excluding:

- 1) landlord's fixtures and fittings;
- 2) **Stock**;
- 3) **Gaming Amusement and Entertainment Equipment**;
- 4) **Money**.

Maximum Indemnity Period is as detailed in the **Schedule**.

Money means current coin, bank and currency notes cheques travellers cheques national giro payment orders postal and money orders current unused postage stamps National Savings stamps and certificates premium bonds luncheon vouchers credit card and debit card vouchers unused franking machine units trading stamps gift tokens customer redemption vouchers holiday with pay stamps bankers' drafts promissory notes bonds securities bills of exchange dividend warrants VAT purchase invoices travel tickets letters of credit or other negotiable instruments belonging to **You** or for which **You** are responsible.

Non Standard Construction shall mean construction of fixed permanent structures not built of brick stone concrete or metal framed with roof consisting of slates tiles metals concrete asphalt and/or sheets or slabs composed entirely of incombustible mineral ingredients.

Offshore shall mean from the time of when **Employees** embark on to a conveyance at the point of final departure to an offshore rig offshore platform or support vessel until such time as they disembark from the conveyance onto land upon their return from an offshore rig offshore platform or support vessel.

Period of Insurance shall mean the period specified in the **Schedule** and/or any other period agreed by **Us**.

Policy shall mean:

- 1) the policy guide which outlines and highlights key elements under which insurance coverage is based along with certain key statutory and regulatory frameworks which governs this policy;
- 2) the definitions which incorporate specific definitions and meanings which apply to the whole policy;
- 3) the Sections of the policy which give details of the scope of cover provided;
- 4) the conditions which explain **Your** specific duties;
- 5) the exclusions which restrict the cover provided by these Sections;
- 6) the extensions which extend the cover provided within the Sections;
- 7) the complaints which provide important information about how to complain regarding this policy;
- 8) the **Schedule** which is annexed to the policy and identifies who is insured and the **Business** operations declared as requiring coverage and other particulars such as the **Period of Insurance** the operative Sections sums insured **Limits of Indemnity** and applicable exclusions and endorsements and certain excesses for which **You** remain responsible;
- 9) the endorsements which might apply from inception of the policy or be applied during the currency of the policy.

Pollution shall mean

- 1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- 2) all Injury loss or Damage directly or indirectly caused by such pollution or contamination.

Premises shall mean the **Buildings** and land used for **Business** referred to in the **Schedule** and/its surroundings occupied by **You** in connection with **Your Business** at the declared locations.

Product shall mean any **Property** commodity or article (including containers labelling packaging instructions or advice provided in connection therewith) sold supplied distributed erected repaired altered treated installed processed manufactured or tested transported or delivered by or on behalf of **You** from or within the **Territorial Limits** in connection with the **Business** but shall not include food or drink for consumption on the **Premises** of the **Insured** or at any other **Premises** where the **Insured** is conducting the **Business**.

Property shall mean property which is both physical and tangible.

Rent shall mean rent payable and/or receivable in respect of **Your Premises** provided always that cover will only apply if all or any part of the **Buildings** are unfit for occupation and then the amount payable will not exceed the amount due in respect of the period necessary for reinstatement.

Retroactive Date shall mean the date prior to which claims first made against the **Insured** will not be covered by this **Policy**.

Schedule means the **Schedule** (including any supplementary endorsements) referred to herein which shows the sections that are included in Your Policy and particulars of Your insurance.

Statement of Fact shall mean the statement of information provided by **You** along with any additional information provided by **You** or on **Your** behalf.

Stock shall mean stock and materials in trade including work in progress which is **Your Property** or held in trust or on commission for which **You** are responsible excluding **Property** otherwise described in other items insured separately under this **Policy**.

Territorial Limits shall mean:

- 1) Great Britain Northern Ireland the Isle of Man and the Channel Islands.
- 2) Member states of the European Union in respect of temporary **Business** activities for **Employees** domiciled in (1) above

Claims Administrators shall mean Woodgate & Clark Limited

Transit shall mean being carried to its destination by any vehicle vessel or aircraft including loading and unloading and whilst temporarily housed in the course of being carried to its destination.

Trend Adjusted means adjustments will be made to figures as may be necessary to provide for the trend of the **Business** and for variations in or circumstances affecting the **Business** either before or after the Incident or which would have affected the **Business** had the Incident not occurred so that the figures thus adjusted will represent as nearly as may reasonably be practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Unoccupied means any period of time during which **You** and/or **Your** tenant are not inhabiting and/or trading from **Your Premises** other than outside of **Business hours** or holiday periods.

Section 1 – Property Damage – “All Risks”

This Section applies only if stated as INSURED in the Policy Schedule.

Cover

In the event of any of the **Property Insured** stated in the **Schedule** being **Damaged** We will pay **You** the value of the **Property Insured** at the time of its **Loss** or destruction or the amount of the **Damage** or at **Our** option reinstate or replace such **Property Insured** or any part of it.

Amount Payable

Our liability under this section (including extensions hereto) during any one **Period of Insurance** shall not exceed the appropriate **Sum Insured** stated in the **Schedule** (or such other **Sum Insured** as may hereafter be agreed to in writing by **Us**) at the time of the **Damage**. The amount paid will be calculated in accordance with the **Basis of Settlement** against each item stated in **Your Schedule**. Where the **Basis of Settlement** against the relevant item on **Your Schedule** is stated as **Indemnity Reinstatement** or **Reinstatement DOVB** then the following Basis of Settlement applies to the item in question:

Indemnity

We will pay **You** the value of the **Property Insured** at the time of its **Loss** or destruction or the amount of the **Damage** or at **Our** option reinstate or replace such **Property Insured** or any part of it.

Reinstatement – (Applicable for any item where “Reinstatement” is stated next to it in the Schedule)

The basis upon which the amount **We** will pay in respect of **Buildings Machinery**

Plant and Contents Gaming Amusement and Entertainment Equipment is to be calculated shall be the reinstatement of the **Property Damaged**.

For this purpose Reinstatement shall mean:

- 1) the rebuilding or replacement of **Property** lost or destroyed which provided **Our** liability is not increased and to a condition equal to but not better or more extensive than its condition when new may be carried out in any manner suitable to **Your** requirements and/or 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.

Reinstatement Special Provisions

- 1) Each item of **Property Insured** under this **Policy** is declared to be separately insured subject to the following condition of average. If at the time of **Damage** the sum representing 85% of the cost which would have been incurred in Reinstatement if the whole of the **Property Insured** had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any accidental **Loss** destruction of or **Damage** to such **Property** by any other cause hereby insured against then the **You** shall be considered as being **Your** own insurer for the difference between the sum insured and the sum representing the cost of Reinstatement and the whole of the **Property Insured** and shall bear a rateable proportion of the loss accordingly.
- 2) No payment beyond the amount which would have been payable in the absence of this Extension shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay;
 - b) until the cost of reinstatement shall have been actually incurred;
 - c) if the **Property Insured** at the time of its **Damage** shall be insured by any other insurance effected by or on behalf of **You** which is not upon the same basis of reinstatement
- 3) **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 destroyed;
- 4) Where by reason of 1) 2) or 3) above no payment is to be made beyond the amount which would have been payable if this clause had not been incorporated and **Our** rights and liabilities and **Yours** in respect of the **Damage** will be subject to the terms and conditions of this Section 1 including any condition of average as if this clause had not been incorporated.

Reinstatement DOVB (Day One Basis)

The insurance provided by this Section on **Buildings Machinery Plant and Contents Gaming Amusement and Entertainment Equipment** shall be on a “day one” reinstatement basis and that **You** have stated the **Declared Value(s)** and the premium has been calculated accordingly provided that:

- 1) at Inception and at the commencement of each subsequent **Period of Insurance** **You** shall notify **Us** of the **Declared Value** of such **Property Insured**. In the absence of such declaration the last amount declared by **You** shall be taken as the **Declared Value** for the ensuing **Period of Insurance**;
- 2) the Reinstatement Special Provisions of Reinstatement clause apply to this clause except (a) and (b) are amended to read as follows:
- 3) each item of **Property Insured** under this **Policy** is declared to be separately subject to the following condition of average:
 - a) if at the commencement of **Damage** the **Declared Value** of such **Property Insured** is less than the cost of reinstatement at the commencement of the **Period of Insurance** then **Our** liability for the **Damage** shall not exceed that proportion of the **Damage** which the **Declared Value** bears to such cost of reinstatement. This Proviso applies separately to each **Declared Value** stated in the **Schedule**;

- b) where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated and **Our** rights and liabilities and **Yours** in respect of **Loss** destruction or **Damage** will be subject to the terms and conditions of this Section including any condition of average as if this clause had not been incorporated, except that the sums insured will be limited to 125% of the declared value;
- 4) in the event of **Damage** the **Our** liability in respect of **Buildings Machinery Plant and Contents Gaming Amusement and Entertainment Equipment** will not exceed the sum insured in respect of each separate premises;

"Declared Value" means Your assessment of the cost of reinstatement of such **Property Insured** arrived at in accordance with the definition of reinstatement above, at the level of costs applying at the commencement ("day one") of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently). Such cost of reinstatement shall include due allowance for:

- 1) the additional cost of reinstatement to comply with the European and Public Authority Stipulations (as defined);
- 2) professional fees;
- 3) debris removal costs.

Extensions

Applicable to Section 1 only

Architects and other fees

- 1) Unless more specifically insured, the insurance provided by this section on **Buildings** and **All Other Contents** other than **Stock** shall include an amount in respect of architects' surveyors' consulting engineers' and other fees necessarily and reasonably incurred in the reinstatement of such **Property Insured** consequent upon its destruction or **Damage** but not for preparing any claim limited to £5,000 in the aggregate during the **Period of Insurance** or such other amount as may be stated in the **Schedule**.

Automatic Reinstatement of Sum Insured

- 2) In consideration of the **Limit(s) of Liability** not being reduced by the amount of any claim or claims arising from any one event **You** shall pay the appropriate [extra premium] on the amount of such claim or claims from the date thereof to the date of the expiry of the **Period of Insurance**.

Capital Additions

- 3) Newly acquired **Machinery Plant and Contents** insofar as they are not otherwise insured and alterations and additions and improvements to **Your Property** and **Your Premises** but not in respect of any appreciation in value during the current **Period of Insurance** at **Your Premises** provided that:-
 - a) at any one location this cover shall not exceed 10% of the total sum insured at such **Property** and **Premises** or £50,000 whichever is the less;
 - b) **You** undertake to give particulars of such **Capital Additions** within 7 days and to effect specific insurance thereon retrospective to the date of commencement of **Our** liability.

Cleaning of Drains

- 4) The insurance by this Extension shall mean and is restricted to the reasonable costs incurred by **You** for clearing cleaning or repairing drains gutters sewers and the like for which **You** are responsible as a direct result of **Damage** caused by the operation of a **Defined Peril** subject to a limit of liability of £ 1,000 any one loss.

Contract Price

- 5) In respect only of goods sold but not delivered for which **You** are responsible and which are subject to a sale contract which following **Damage** is cancelled by reason of its conditions wholly or to the extent of the **Damage Our** liability of the **Underwriters** shall be based on the contract price.
For the purpose of this insurance the value of all goods to which this clause could apply in the event of **Damage** shall also be ascertained on this basis.

Debris Removal

- 6) Unless more specifically insured the insurance provided by this Section on **Buildings Stock Machinery and Plant** and **Contents** shall include **Costs and Expenses** necessarily incurred by **You** with **Our** consent following **Loss or Damage** or prevention of **Loss or Damage** resulting from the operation of a **Defined Peril** as stated in the **Schedule** under this section under the following:-
 - a) Removing debris;
 - b) Dismantling and/or demolishing;
 - c) Shoring up or propping up the portion of **Your Premises** and **Property Insured** that has been destroyed or damaged;
 - d) Cleaning and/or clearing drains sewers and gutters of **Your Premises** and **Your Property** or for which **You** are responsible;
 - e) Removing undamaged **Property**;
 - f) Removing extraneous materials from **Machinery Plant** and/or equipment whether or not such **Machinery Plant** and/or equipment has been damaged;
 - g) Site cleaning following **Loss or Damage**;
 - h) Decontamination and/or decommissioning of **Property** whether damaged or not following **Loss or Damage** hereby insured against.

You will not be indemnified in respect of **Costs and Expenses**:-

- a) Incurred in removing debris except from the site of such **Property** destroyed damaged and the area immediately adjacent to such **Property**;
 - b) Arising from **Pollution** of **Property** not insured by this Section of the **Policy**.
- Our** liability shall not exceed £10,000 any one **Period of Insurance**.

European Union and Public Authorities (Including Undamaged Property)

- 7) Subject to the following special conditions the insurance by this **Section** of this **Policy** extends to include such additional cost of Reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:
- a) European Union Legislation,
or
 - b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as "the stipulations") in respect of:
 - i) the lost, destroyed or **Damaged** property thereby insured;
 - ii) undamaged portions thereof;
- but excluding:
- a) the cost incurred in complying with the stipulations:
 - i) in respect of **Damage** occurring prior to the granting of this extension;
 - ii) in respect of **Damage** not insured by the **Policy**;
 - iii) under which notice has been served upon the Insured prior to the happening of the **Damage**;
 - iv) for which there is an existing requirement which has to be implemented within a given period;
 - v) in respect of property entirely undamaged by any insured risk.
 - b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with the stipulations 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 stipulations.

SPECIAL CONDITIONS APPLICABLE TO EUROPEAN UNION AND PUBLIC AUTHORITIES (INCLUDING UNDAMAGED **PROPERTY**) ONLY

- i) In the event that Reinstatement of the sprinkler installation in the damaged portion of the **Premises** to the current Sprinkler Rules necessitates provision of water supply equipment and such equipment also serves the sprinkler installation in undamaged portions of the **Premises** a proportionate contribution will be agreed.
- ii) The work of Reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage** or within such further time as the Underwriters may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **Our** liability f the **Underwriters** under this extension not being hereby increased.
- iii) If **Our** liability under (any item of) the **Policy** apart from this extension shall be reduced by the application of any of the terms and conditions of the **Policy** then **Our** liability under the extension (in respect of any such item) shall be reduced in like proportion.
- iv) The total amount recoverable under any item of the **Policy** in respect of this Extension shall not exceed 15% of its Sums Insured where the Sum Insured by the item apply to property at more than one **Premises** 15% of the total amount for which **We** would have been liable had the **Property Insured** by the item at the **Premises** where **Damage** has occurred been wholly destroyed.
- v) The total recoverable under any item of the **Policy** shall not exceed its sum insured.
- vi) All the terms and conditions of the **Policy** except in so far as they are varied hereby shall apply as if they had been incorporated herein.

Exhibition & Trade Fairs

- 8) The insurance by this Section of this **Policy** extends to include **Damage to Property Insured** while at exhibitions and trade fairs including in transit anywhere in the European Union (including air and sea transit within the European Union territories on recognised passenger and freight carriage routes unless more specifically insured) except that the **We** will not be liable for:
- a) **Damage** to watches tobacco cigars cigarettes wines and spirits documents audio equipment radios televisions video equipment and pictures;
 - b) **Damage** caused by theft or pilferage by an **Employee** either as a principal or accessory;
 - c) **Damage** resulting directly from defective packing faulty assembly or dismantling;
 - d) **Damage** recoverable under any other insurance or in any other way;
 - e) **Damage** caused by theft or attempted theft but this exclusion will not apply where the theft or attempted theft takes place from a building or a hard covered motor vehicle and the theft or attempted theft meets the following conditions:
 - i) if the theft or attempted theft takes place from a building the theft or attempted theft must involve entry to or exit from the building by violent and forcible means or must arise from robbery or attempted robbery; or
 - ii) the theft or attempted theft takes place from a hard covered motor vehicle (not being any soft-top or open-top motor vehicle) belonging to or under the control of the Insured and the vehicle must be:
 - a. occupied by the **Insured** or **Employee** of the **Insured**; or

- b. if unattended all doors windows and other means of entry must be closed and locked and all keys must be removed to a place of safety; and
- c. when the vehicle is left unattended between the hours of 9pm and 6am the vehicle must be parked in a securely locked building or garage or in a security compound that is permanently manned and protected by a controlled security barrier or the vehicle is fitted with an immobiliser approved by **Us** and brought into operation;
- f) any amount in excess of £5,000 any one claim.

Emergency Services Damage

- 9) This Section includes **Damage** to lawns gardens playing surfaces and landscaped areas car parks private roads and pathways at **Your Premises** caused by emergency service vehicles while attending an incident involving **Damage** for which **We** have accepted a claim under this Section up to a maximum of £5,000 in any one **Period of Insurance**.

Fire Extinguishment Expenses

- 10) This Section includes the reasonable costs incurred by **You** for fire extinguishment appliances and replacing used sprinkler heads at **Your Premises** following **Loss or Damage** or prevention of **Loss or Damage** by any of the **Defined Perils** within this Section but **We** shall not be liable for:-
- a) for costs other than as a direct result of insured **Loss or Damage**.
 - b) for any amount in excess of £5,000.

Landscaping Costs

- 11) The insurance by this extension shall mean and is restricted to the reasonable costs incurred by **You** with **Our** consent for the restoration of gardens including replanting of trees at **Your Premises** following **Loss or Damage** by any of the **Defined Perils** within this Section and shown as operative in the **Schedule** not otherwise excluded to a condition substantially the same as but not better or more extensive than that immediately before the **Loss or Damage** subject to a maximum limit of £5,000 any one **Loss or Damage** and excluding any loss caused by wind rain hail sleet snow flood or dust.

Loss of Metered Gas

- 12) This **Policy** extends to include the cost of the loss of metered gas for which **You** are legally responsible arising from **Loss or Damage** at **Your Premises** caused by a **Defined Peril**.
Our liability shall not exceed £5,000 in any one **Period of Insurance**.

Loss of Metered Water

- 13) This **Policy** extends to include the cost of the loss of metered for which **You** are legally responsible arising from **Loss or Damage** at **Your Premises** caused by a **Defined Peril**.
Our liability shall not exceed £5,000 in any one **Period of Insurance**.

Other Locations

- 14) The **Property Insured** by this Section shall include in so far as such property is not otherwise insured:
- a) **Stock** in any building within the **Territorial Limits** not occupied by **You** (and while in transit thereto and therefrom) subject to a total value of £5,000 in all and a limit of liability of £5,000 at any one location;
 - b) **All Other Contents** other than **Stock** while temporarily removed from the **Premises** in any building not occupied by **You** (and while in transit thereto and there from) within the **Territorial Limits**.
- The amount recoverable under this extension in respect of each item of the **Policy** will not exceed the amount which would have been recovered had the **Damage** occurred at the **Premises**.

Professional Fees

- 15) Within the limits of the sums insured on **Buildings** coverage applies to Architects' Surveyors' and other Professional Fees necessarily incurred in the reinstatement of **Your Premises** insured consequent upon **Loss or Damage** by any **Defined Peril** but specifically excluding any such fees incurred in preparing a claim and the amount payable shall not exceed the scale of fees authorised by the respective Professional Institutes.

Purchasers Interest

- 16) If at the time of **Damage** **You** shall have contracted to sell their interest in any **Building** hereby insured and the purchase shall not have been but shall be thereafter completed then the purchaser on completion of the purchase if and so far as the **Property** is not otherwise insured by or on behalf of the purchaser against such **Damage** shall be entitled to the benefit of this Section so far as it relates to such **Damage** without prejudice to **Your** rights and liabilities or **Ours** under this Section up to the date of completion.

Replacement Locks

- 17) The insurance by this Section of this **Policy** extends to include costs necessarily incurred in the replacement of locks at **Your Premises** due to theft of keys from **Your Premises** or from the home of any director partner or **Employee** authorised by **You** to hold such keys subject to a limit of £1,000 for any one loss.

Specified Items

- 18) In the event of any of the **Property Insured** referred to in the **Schedule** as "Specified Items" whilst at **Your Premises** or elsewhere within the **Territorial Limits** being accidentally lost destroyed or **Damaged** **We** will pay **You** the value of such **Property Insured** provided that **Our** liability during any one **Period of Insurance** shall not exceed the sum insured for the specified item of **Property Insured** as stated by endorsement or agreed in writing by **Us** at the time of the loss destruction or **Damage**.

In consideration of the sum insured not being reduced by the amount of any claim or claims arising from any one event **You** shall pay the appropriate extra premium on the amount of such claim or claims from the date thereof to the date of the expiry of the **Period of Insurance**.

This insurance excludes and does not cover **Damage** caused by or consisting of theft or any attempt thereat arising whilst any vehicle belonging to or under **Your** control and containing the **Property Insured** is left unattended unless:

- a) all doors have been securely locked;
- b) all windows and other openings are securely and adequately fastened;
- c) any immobiliser and any alarm fitted to the said vehicle have been correctly set to operate;
- d) all keys have been removed;
- e) after the last **Business** transit of the day until collected by the driver for the next **Business** transit the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

In respect of original and/or copy transparencies positives negatives scans plates or artwork value is deemed to be the cost of the plates or materials together with the cost of labour expended in reproducing such property but excluding any costs incurred in re-shooting the original artwork.

Temporary Removal (Documents)

- 19) The insurance by this Section extends to include deeds all other documents (including stamps on them) and computer records within the defined **Territorial Limits** for an amount not exceeding 10% of their value when temporarily removed from the **Premises**.

Theft

- 20) The insurance provided by this Extension shall mean and is restricted to **Damage** as a result of theft:
- a) involving forcible and violent entry into or exit from the **Buildings** of the **Premises** or any attempt thereat, or
 - b) following violence or threat of violence against **You** or any director partner or **Your Employee**,
- provided always that this Extension does not cover loss destruction or **Damage**:-
- a) to jewellery precious stones bullion furs curiosities;
 - b) where any member of **Your** household or any director or partner of **You** is concerned as principal or accessory;
 - c) to movable property in the open or in any open sided **Building**.
 - d) in respect of **Buildings** which are **Unoccupied**;
 - e) to works of art or rare books for a sum in excess of £1,000 for any one work of art or rare book;
- and further provided that this Extension shall not apply whenever the **Premises** are closed for **Business** unless:
- a) all protections existing at the commencement date of this **Policy** or subsequently fitted at **Our** request are maintained in proper working order and put into operation; and
 - b) the keys for such protections and the keys of any safes containing any of the **Property Insured** are removed from the **Premises**.

Theft Damage to Buildings

- 21) Regardless of whether **Theft** is not Insured by this Section the **Policy** extends to include **Damage** to the **Buildings** of the **Premises** insured hereby (and which are not otherwise insured) for which the **Insured** is responsible and which arises during pursuance of theft to the extent described above subject to a limit of liability of £10,000 any one loss.

Trace and Access

- 22) The insurance by this Section of this **Policy** extends to include costs necessarily and reasonably incurred with **Our** consent in locating the source of any escape of water from any fixed water services heating installation or fuel oil used for domestic purpose only including the repair to walls floors or ceilings necessary as a direct result of the location work except that **We** will not be liable:
- a) for the cost of repairs to any fixed domestic water services or heating installation; or
 - b) for any amount in excess of £2,500 during any one **Period of Insurance**.

Additional Extensions

Applicable to Section 1

The following additional extension shall apply only if stated in the **Schedule** to be applicable:

Deterioration of Stock

1. The insurance provided by this **Section** includes **Damage** to foodstuffs the property of **You** or held in trust for which they are responsible up to the limit set out in the **Schedule** whilst contained in refrigerating units by deterioration contamination or putrefaction caused by or arising from:
 - i) accidental leakage of refrigerant or refrigerant fumes from the unit
 - ii) rise or fall in temperatures as a result of:
 - i) the breaking distortion or burning out of any part of the unit (excluding its own wiring termination including the plug and fuse) arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions;
 - ii) non-operation of the thermostatic or automatic controlling devices forming part of the unit;
 - iii) accidental failure of the public electricity supply not occasioned by the deliberate act of any supply company.

This Policy does not cover **Damage** resulting from:

- a) failure of the electricity supply services which does not exceed thirty consecutive minutes;
- b) failure of the electricity supply services due to the deliberate act of any supply company unless performed for the sole purpose of safeguarding life or protecting any part of the supply company systems or any scheme of rationing not necessitated solely by **Damage** to the supply company's generating or supply equipment;
- c) wear and tear deterioration or gradually developing flaws or defects in the unit or incorrect setting of thermostats and automatic controls;
- d) the use of a refrigerating machine over ten years old unless specifically agreed by **Us** in writing.

It is a condition precedent to any liability under this extension that there is in force a planned maintenance program for the servicing of the refrigerating machine at regular intervals (as recommended by the manufacturer) by the manufacturer or a competent refrigeration engineer and that a proper record is kept. Any defects arising during the **Period of Insurance** must be addressed immediately. Should any defect arise the **We** must be notified immediately.

Further **We** shall not be liable for the amount of the **Excess** shown in **Your Schedule** in respect of each and every claim.

Glass Signs and Sanitaryware

2. Where **Buildings** are not insured under this Section **We** will indemnify **You** in respect of:
 - a) breakage of fixed glass in windows and doors of the **Premises** including the cost of boarding up pending replacement and of sanitary ware.
 - b) **Loss or Damage** to signs including neon signs and fascias at on or in the **Premises** provided that:
 - i) **You** are liable for the cost of repair or replacement;
 - ii) there will be no Indemnity under this provision in respect of
 - i. fixed glass and fixed sanitary ware
 - which is broken or **Damaged** at the commencement of this Insurance, or
 - in any **Building** which is **Unoccupied**;
 - ii. any canopies on the **Premises**.

Our liability shall not exceed the amount shown in **Your Schedule** for any one event.

Further **We** shall not be liable for the amount of the **Excess** shown in the **Schedule** in respect of each and every claim.

Subsidence

3. Notwithstanding Exclusions 6(a) and 6(b) this Section extends to cover **Damage** caused by Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding;
 - a) the amount of the **Excess** shown on the **Schedule** in respect of each and every loss after the application of any Condition of Average
 - b) **Damage** to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby
 - c) **Damage** caused by or consisting of;
 - i) the normal settlement or bedding down of new structures;
 - ii) the settlement or movement of made-up ground;
 - iii) coastal or river erosion;
 - iv) defective design or workmanship or the use of defective materials;
 - v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe;
 - d) **Damage** which originated prior to the inception of this cover
 - e) **Damage** resulting from;
 - i) demolition, construction, structural alteration or repair of any property or
 - ii) groundwork or excavation at the **Premises**

Special Conditions

Insofar as this insurance relates to **Damage** caused by Subsidence Ground Heave or Landslip;

- 1) **You** shall notify the **Us** immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- 2) **We** shall then have the right to vary the terms or cancel this cover.

Exclusion in so far as it applies to Section 1 of this **Policy** is deemed deleted

Provided that this Additional Clause shall not apply in respect of:

- 1) any **Building** (or Contents therein) which stands on made-up ground, over mine-workings, or on any site at which there has been any previous occurrence of subsidence, ground heave or landslip;
 - 2) **Loss** destruction or **Damage** commencing prior to the granting of cover under this Additional Clause or resulting from coastal or river erosion or from any building demolition or excavation works at the **Premises**;
- unless resulting from fire explosion earthquake or escape of water from any tank apparatus or pipe.

Exclusions

Applicable to Section 1 Only

This Section does not cover:

- 1) **Damage** caused by or consisting of;
 - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials;
 - b) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control other than any boiler or economiser on the **Premises** used for domestic purposes such as a hot water and/or central heating/ventilation system;
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

But this shall not exclude subsequent **Damage** or subsequent loss resulting from **Damage** which itself results from a cause not otherwise excluded.
- 2) **Damage** caused by or consisting of;
 - a) faulty or defective workmanship operational error or omission on **Your** part of or **Your Employee**;

but this shall not exclude;

 - i) such **Damage** not otherwise excluded which itself results from a **Defined Peril**;
 - ii) subsequent **Damage** which itself results from a cause not otherwise excluded.
 - b) acts of fraud or dishonesty by **Your Employees**

but this shall not exclude such **Damage** not otherwise excluded which itself results from a **Defined Peril**.
- 3) **Damage** caused by or consisting of;
 - a) Corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects;
 - b) change in temperature colour flavour texture or finish;
 - c) 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;
 - d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates.

But this will not exclude;

 - i) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss destruction or **Damage**;
 - ii) subsequent **Damage** which results from a cause not otherwise excluded.
- 4) theft or attempted theft other than to the extent of the Theft Extension of this Section.
- 5) Infidelity or dishonesty of **You** or any **Employee** or other persons to whom **Property Insured** may be entrusted nor loss destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme trick device or false pretence or any unexplained loss or loss or shortage disclosed on taking inventory.
- 6) **Damage** caused by or consisting of;
 - a) Subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe;
 - b) normal settlement or bedding down of new structures.

- 7) **Damage** resulting from pollution or contamination other than **Damage** to the **Property Insured** not otherwise excluded
caused by:
 - a) pollution or contamination which itself results from a **Defined Peril**;
 - b) a **Defined Peril** which itself results from pollution or contamination.
- 8) **Damage** caused by or consisting of or arising directly or indirectly from;
 - a) Disappearance unexplained or inventory shortage misfiling or misplacing of information;
 - b) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a **Defined Peril** insofar as it is not otherwise excluded.
- 9) destruction of or **Damage** to a building or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded.
- 10) **Damage** in respect of movable property in the open fences and gates by theft wind rain hail sleet snow flood or dust.
- 11) **Damage** in respect of curiosities or works of art other than such **Damage** caused by a **Defined Peril** and not otherwise excluded.
- 12) Unless specifically mentioned as insured;
 - a) **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;
 - b) land roads pavements piers jetties bridges culverts or excavations;
 - c) livestock growing crops or trees;
 - d) jewellery precious stones bullion furs curiosities;
 - e) glass (other than by fire or explosion) china earthenware or other fragile or brittle objects;
 - f) computers and data processing equipment.
- 13) which at the time of the happening of **Damage** is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies except in respect of any excess or deductible beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- 14) The amount of the **Excess** stated in the **Schedule** to this **Policy** in respect of each separate **Premises** as ascertained after the condition of **Average** (underinsurance).
- 15) any property more specifically insured by or on **Your** behalf.
- 16) **Damage** happening through or in consequence directly or indirectly of riot or civil commotion occurring in Northern Ireland.
- 17) **Damage** directly or indirectly occasioned by or happening through or in consequence of **Computer Virus(es)** or from erasure or corruption or alteration of **Electronic Data**.
- 18) **Damage** to fixed glass and fixed sanitaryware
 - i) which is broken or **Damaged** at the commencement of this Insurance, or
 - ii) in any **Building** which is **Unoccupied**;and any canopies on the **Premises**.
- 19) **Damage** to **Unoccupied Buildings** other than **Damage** caused by the following **Defined Perils**;
Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom.
- 20) **Damage** of whatsoever nature directly caused by, resulting from or in connection with mould, unless such **Damage** is the direct result of an otherwise insured **Defined Peril**.
- 21) **Damage** caused by or resulting from the bursting of any boiler, economiser or other vessel machine or apparatus belonging to or under **Your** control in which internal pressure is due to steam only but this shall not exclude:
 - (a) explosion of any boiler or gas used for domestic purposes only
 - (b) subsequent **Damage** itself resulting from a cause not otherwise excluded.

Conditions

Applicable to Section 1 only

Average (Underinsurance)

1. If at the time of the commencement of any **Damage** the total value of the **Property Insured** exceeds the sum insured then the amount payable by **Us** shall be proportionately reduced.

Designation

2. For the purpose of determining where necessary the heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books.

Fire Break Doors Shutters and Fire Escapes

3. It is a condition precedent to **Our** liability that all fire break doors shutters and fire escapes will be kept closed except during working hours and will be maintained in efficient working order.

Fire Doors

4. It is a condition precedent to **Our** liability that **You** shall keep all doors and/or fire escapes unlocked and free of obstruction at all times during the opening hours of the **Business**.

Fire Extinguishing Appliances and/or Sprinkler Installations)

5. It is a condition precedent to **Our** liability that in respect of **Property Insured** being protected by an automatic sprinkler installation and/or ordinary fire extinguishing appliances in accordance with details lodged with **Us** **You** shall ensure that the undernoted work is carried out:
 - a) in respect of an automatic sprinkler installation:
 - i) the said installation shall be maintained in full working order during the currency of this insurance;
 - ii) a test shall be made every week for the purpose of ascertaining that the alarm is in working order and that the stop valves controlling the water supplies of the installation are fully open;
 - iii) any defect whether revealed by such tests or otherwise shall be remedied immediately;
 - iv) notice shall be given immediately to **Us** should the water supplies be turned off or the sprinkler installation be rendered inoperative from any cause;
 - b) in respect of ordinary fire extinguishing appliances:
 - i) an inspection of the appliances shall be made regularly for the purposes of ascertaining that they are maintained in proper working order and keep a written record thereof;
 - ii) any defect shall be remedied promptly whether disclosed by any such inspection or otherwise;
 - iii) **You** will establish and maintain a training programme for the operation of fire extinguishing appliances and retain a documented register of all such training for inspection by the **Us** on request.

Heating

6. It is a condition precedent to **Our** liability that **You** shall not use portable heating appliances of any kind other than in office areas. All such appliances must at all times have a valid PAT testing certificate and must be turned off and unplugged when not in use or when the area is not manned.

Heating and Lagging

7. It is a condition precedent to **Our** liability that (in respect of destruction or **Damage** caused by bursting or overflowing of water tanks apparatus or pipes) all water tanks apparatus or pipes shall have been adequately lagged by a qualified plumber and/or that heating apparatus in the **Premises** shall be controlled by thermostatic switches set to activate the heating system whenever the temperature at the coolest point in the Building drops to 4 C.

Intruder and Fire Alarm

8. It is a condition precedent to **Our** liability that as regards **Damage** caused by arising from or contributed to by fire explosion subterranean fire and theft it is agreed as a condition precedent to **Our** liability under this Section where **You** have advised **Us** of the presence of an Intruder or Fire Alarm at **Your Premises** **You**:
 - a) ensure the alarm system is installed in accordance with the manufacturers' specification and any other of **Our** specifications and no alteration or variation of the system or any structural alteration to the Premises which would affect the system will be made without **Our** prior written consent;
 - b) ensure that the intruder and or fire alarm is in full and efficient working order at all times and regularly serviced under the manufacturer's maintenance contract and any other maintenance requirements stipulated by **Us**;
 - c) notify **Us** forthwith of any defects that arise in such alarm systems procure that such defects are remedied as soon as is practicable and notify **Us** forthwith once such defects are remedied;
 - d) ensure that the intruder alarm is tested and fully set whenever the alarmed portion of **Your Premises** are closed for **Business** or not attended by **You** or any competent adult authorised by **You** to be responsible for the security of **Your Premises**;
 - e) ensure that the fire alarm is tested at least weekly and continually set in active mode;
 - f) notify **Us** immediately of any disconnection or failure of, or downgrading of police or fire brigade response to the system likely to leave any area unprotected;
 - g) ensure that there are available keyholders notified to all appropriate services including police fire service and the alarm maintenance company;

- h) all keys of the intruder alarm are removed from **Your Premises** at night and whenever they are closed for business or left unattended and where **You** or **Your Employee** occupies part of the **Premises** for residential purposes the keys must be removed from the **Business** part of the **Premises**.

We will not be liable for **Damage** caused by fire explosion subterranean fire and theft subsequent to **You** receiving a written notification from an intruder and/or fire alarm company that the maintenance is suspended or from the relevant police authority or fire brigade that alarm signals from the **Premises** will no longer be answered.

Cover provided by this Section will not be invalidated by any defect in the said systems due to circumstances beyond **Your** control of arising after the systems have been properly set and provided that the foregoing conditions precedent have been satisfied.

Maintenance Agreements

9. It is a condition precedent to **Our** liability that **You** will procure that sprinkler installations and fire extinguishers will be subject to and are maintained in accordance with maintenance agreements with the manufacturers or installers that all defects or other problems arising are rectified as soon as reasonably practicable and subject thereto cover provided by this Section will not be invalidated by any defect in the said appliances due to circumstances beyond **Your** control.

Minimum Security Requirements

10. It is a condition precedent to **Our** liability that the following minimum security is installed at the **Premises** and maintained in efficient working order while the **Policy** remains in force:-
- All external doors at the **Premises** and any internal doors which give access to any part of the **Building** not occupied by **You** must be of solid construction and fitted with a mortise deadlock conforming to British Standard 3621;
 - Where the doors are double leaf in addition to the said mortise deadlock the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf;
 - Any outward opening doors should in addition to the above have each hinge fitted with a hinge bolt;
 - All accessible opening windows fanlights and skylights including those accessible from decks roofs fire escapes or downpipes must be fitted with key operated window locks except those opening windows protected by solid steel bars grilles expanded metal or weld mesh;
 - All metal shipping containers at the **Premises** must be secured by a closed shackle padlock conforming to CEN Grade 4.

Mortgagees and Other Interests

11. The interest of any freeholder mortgagee or lessor is noted in the insurance provided by this Section on **Buildings** and the interest of any other party supplying property to **You** under a hiring leasing or similar agreement is noted in the insurance provided by this Section on **Contents** other than **Stock**.
And in the event of any claim hereunder the nature and extent of any such interest shall be disclosed.

Non-Invalidation

12. This insurance shall not be invalidated by any wilful act or omission or by any wilful alteration whereby the risk of **Damage** is increased and this is unknown to or beyond **Your** control provided that **You** disclose this immediately and pay an additional premium if required.

Premises Electrical Testing

13. It is a condition precedent to **Our** liability that:
- The **Premises** and any new electrical installations at the **Premises** shall be inspected and tested in accordance with IET Wiring Regulations, British Standard Requirements for Electrical Installations BS7671 ("the Regulations") by an NICEIC, NAPIT or ECA registered electrical contractor and a certificate or inspection report issued.
 - During the **Period of Insurance** periodical inspection of the **Premises** and all electrical installations shall be carried out at regular intervals as prescribed by the Regulations or as specified in any previous certificate or inspection report (whichever is the shortest) and the first such inspection shall be carried out no later than the expiry of the prescribed interval since the date of the last inspection carried out immediately before the commencement of the **Period of Insurance**.
 - All observations and recommendations arising from any inspection shall have been or (in relation to future inspections) shall be acted upon as soon as reasonably practicable provided always that in the case of a Code 1 recommendation (requiring urgent attention) action shall be taken immediately upon receipt of the inspector's advice and without delay to remedy the observed deficiency or to take other appropriate action.
 - You** shall produce a certificate confirming the above to **Us** within a period of 30 days of being so requested.

PAT Testing

14. It is a condition precedent to **Our** liability that:
- At commencement of the **Period of Insurance** all portable electrical appliances used by **You** or on **Your** behalf are fit and safe for continued use and shall continue to be so during the **Period of Insurance**.
 - An inspection of portable electrical appliances shall be carried out by an NICEIC, NAPIT or ECA registered electrical contractor in accordance with the IET "Code of Practice for In-Service Inspection and Testing of Electrical Equipment" and otherwise in accordance with any applicable HSE guidelines or regulation, such inspections to be carried out at least annually and otherwise at prescribed intervals or as recommended by the Health and Safety Executive.

Protection Maintenance

15. It is a condition precedent to **Our** liability that all security devices provided for the protection of the insured property shall be maintained in good working order at all times and shall be brought into use at all times when the **Premises** are closed for **Business** or left unattended and **You** agree that no such protection shall be withdrawn or varied without the prior written consent of the **Us**.

Rent

16. The insurance provided by this Section on **Rent** applies only if any of the **Building** or any part thereof is unfit for occupation in consequence of its destruction or **Damage**. The amount payable shall not exceed such proportion of the sum insured on **Rent** as the period necessary for reinstatement bears to the term of **Rent** insured.

Roof Maintenance

17. It is a condition precedent to **Our** liability that any flat roof or part thereof of the **Premises** shall be inspected at least once every two years by a qualified builder or property surveyor and any defect identified by that inspection be repaired immediately. Any guttering shall be checked for blockages or defects by a competent person at inception or renewal and at six monthly intervals thereafter and any remedial action required to be implemented immediately. A record of all inspections shall be made and retained by **You**.

Statutory Requirements

18. It is a condition precedent to **Our** liability that **You** shall comply with all statutory requirements concerning the inspection of machinery and equipment.

Stillage

19. It is a condition precedent to **Our** liability that all **Stock** shall be stored at least 15 centimetres above floor level.

Subrogation Waiver

20. In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which it might become entitled by subrogation against any company standing in the relation of holding company or subsidiary to the Insured or any company which is a subsidiary of a holding company of which the Insured are themselves a subsidiary in each case as defined by legislation current at the time of the **Damage**.

Unoccupied Buildings

21. In all circumstances where any of **Your Premises** are **Unoccupied** it is a condition precedent to **Our** liability that :
- a) all gas water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations lighting or alarm systems which are to remain in operation for security or fire protection purposes);
 - b) all water tanks apparatus pipes and heating other than those connected to automatic sprinkler systems must be drained down.
 - c) all reasonable precautions are taken to ensure that the **Buildings** are secure against entry by intruders including:
 - i) securely locking and fastening all doors and windows;
 - ii) any letter boxes being sealed;
 - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order.
 - d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Buildings** at least once a week.
 - e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming **Unoccupied**.
 - f) the **Buildings** must be inspected at least once every 7 days by **You** or a person nominated by **You** in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections.
 - g) notice is to be given to **Us** when any untenanted or **Unoccupied** building (or part thereof) is again occupied.

We shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration demolition refurbishment or renovation.

Waste

22. It is a condition precedent to **Our** liability that waste and any other trade refuse shall be kept in closed metal receptacles outside working hours or swept up daily and removed from the **Buildings** and not allowed to accumulate around **Your Premises** and no combustible waste is stored within 10 metres of any **Building**.

Workmen

23. Workmen may be employed to effect repairs decoration general maintenance and minor alterations excluding **Damage** caused by contractors on the **Premises** for the purpose of carrying out contract works or substantial alterations or extensions (including any contract under JCT or other contract conditions) unless agreed by the **Us** in advance.

Section 2 – Business Interruption – “All Risks”

This Section applies only if stated as **INSURED** in the Policy Schedule.

Cover

In the event that any building or other property used by the **You** at **Your Premises** for the purpose of **Your Business** is accidentally lost destroyed or **Damaged** during the **Period of Insurance** and in consequence the **Business** carried on by **You** at the **Premises** is interrupted or interfered with then the **We** will pay in respect of each item of Business interruption insurance stated in the **Schedule** the amount of loss resulting from such interruption or interference.

Provided that at the time the **Damage** occurs:

- 1) payment has been made or liability admitted for it by the insurers of the property or
- 2) payment would have been made or liability admitted but for the operation of a **Excess** or other proviso excluding liability for losses below a specified amount.

Amount Payable

Gross Profit / Estimated Gross Profit

Our liability in respect of **Gross Profit/Estimated Gross Profit** is limited to loss of **Estimated Gross Profit** caused by a reduction in **Turnover** or an increase in cost of working. **Our** liability under the Operative Clause for this Section in respect of **Gross Profit/Estimated Gross Profit** will be:

- 1) in respect of reduction in **Turnover**: the sum produced by applying the Rate of **Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Turnover**; or
- 2) in respect of increase in cost of working: the additional expenditure (subject to the provisions of the uninsured standing charges clause) 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 **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided;
- 3) minus regardless of whether the calculation is based on (a) or (b) above any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Damage**;
- 4) except that in either case if the sum insured in respect of **Gross Profit/Estimated Gross Profit** is less than the sum produced by applying the **Rate of Gross Profit** to the annual **Turnover** (or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) **Our** liability will be proportionately reduced.

Gross Revenue/Estimated Gross Revenue

Our liability in respect of **Gross Revenue/Estimated Gross Revenue** is limited to loss of **Gross Revenue** and increase in cost of working and **Our** liability under the Operative Clause for this Section in respect of **Gross Revenue/Estimated Gross Revenue** will be:

- 1) in respect of loss of **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Gross Revenue**; or
- 2) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided;
- 3) minus regardless of whether the calculation is based on clause (a) or (b) above, any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**;

except that in either case if the sum insured in respect of **Gross Revenue/Estimated Gross Revenue** is less than the **Annual Gross Revenue** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) **Our** liability will be proportionately reduced.

Increased Cost of Working

Where **Gross Profit / Estimated Gross Profit** and **Gross Revenue / Estimated Gross Revenue** are noted as “Not Insured” the liability of the **Underwriters** in respect of **Increased Cost of Working** is limited to the increase in cost of working and the amount payable under the Operative Clause for this Section in respect of **Increased Cost of Working** will be the additional expenditure necessarily and reasonably incurred by the **Insured** in consequence of the **Damage** in order to prevent or minimise the interruption of the **Business** during the **Indemnity Period**.

Additional Increased Cost of Working

The insurance under each item on **Additional Increased Cost of Working** is limited to such further additional expenditure beyond that recoverable under **Increased Cost of Working** that **You** shall necessarily and reasonably incur during the **Indemnity Period** in consequence of **Damage** for the sole purpose of avoiding or diminishing a reduction in **Gross Profit/Estimated Gross Profit/Gross Revenue/Estimated Gross Revenue**.

Rent Receivable

Our liability in respect of **Rent Receivable** is limited to loss of rent receivable and additional expenditure and the amount payable under the Operative Clause for this Section in respect of **Rent Receivable** will be:

- a) in respect of loss of **Rent Receivable**: the amount by which in consequence of the **Damage** the **Rent Receivable** during the **Indemnity Period** falls short of the **Standard Rent Receivable**;
- b) in respect of additional expenditure: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided;
- c) minus any sum saved during the **Indemnity Period** in respect of such of the expenses and charges payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Damage**;

except that if the Sum Insured in respect of **Rent Receivable** is less than the annual **Rent Receivable** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) **Our Underwriters'** liability will be proportionately reduced.

Extensions

Applicable to Section 2 only

Where the insurance provided by this Section shall also apply in event of interruption of or interference with the **Business** carried on by **You** at **Your** Premises in consequence of **Damage** to property at the undernoted locations or to property as undernoted and such **Loss** destruction or **Damage** shall be deemed to be an Incident.

Automatic Reinstatement of sums Insured

It is agreed that in consideration of the **Limit(s) of Liability** not being reduced by the amount of any claim or claims arising from any one event **You** shall pay the appropriate extra premium on the amount of such claim or claims from the date thereof to the date of the expiry of the **Period of Insurance**.

Theft

The insurance provided by this Section extends to include **Consequential Loss** arising from Theft as defined in Extension 20 (Theft) of Section 1 of this **Policy**.

Additional Extensions

Applicable to Section 2 only

The following additional extension shall apply only if stated in the **Schedule** to be applicable:

Exhibitions

- 1) Subject to the conditions of the **Policy** loss as insured by this Section resulting from interruption of or interference with **Your Business** in consequence of an **Incident** whilst at any exhibition anywhere in the World shall be deemed to be loss resulting from **Loss** or destruction of or **Damage** to property used by **You** at **Your Premises** provided that after the application of all other terms conditions and provisions of the **Policy** the liability under this clause in respect of any one Incident shall not exceed the **Limit** stated in the **Schedule**.

Storage Sites:

- 2) **Property Insured** (only as described in the **Schedule** (Section 1) whilst stored elsewhere than at **Premises** in **Your** occupation.

Our liability under this Extension in respect of any one **Incident** shall not exceed the **Limit** stated in the **Schedule**.

Suppliers:

- 3) the premises of any of the **Your** suppliers manufacturers or processors of components goods or materials but excluding the premises of any supply undertaking from which **You** obtain electricity gas or water or telecommunications.

Our liability under this Extension in respect of any one **Incident** shall not exceed the **Limit** stated in the **Schedule**.

Supply Utilities:

- 4) **Loss** resulting from interruption of or interference with the **Business** in consequence of:

- a) **Damage to Property** at any:
 - i) generating station or sub-station of the electricity supply undertaking;
 - ii) land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith;
 - iii) water works or pumping station of the water supply undertaking;
 - iv) land based premises of the telecommunications undertaking;

from which **You** obtain electricity gas water or telecommunication services.

- b) accidental failure at the **Premises** of:
 - i) the terminal ends of the electricity supply utility service feeders;
 - ii) the supply of gas at the supply utility meters;
 - iii) the supply of water at the supply utility main stopcock;
 - iv) the supply of telecommunication services at the incoming line terminal or receivers
 not occasioned by

- i. the deliberate act of any supply authority or by the exercise by any such authority of its power to withhold or restrict supply,
- ii. any industrial action,
- iii. drought
- iv. fault in any part of **Your** installation at **Your** premises.

Provided that no such liability shall attach under this Extension unless the duration of such accidental failure exceeds 24 hours.

Our liability under this Extension in respect of any one Incident shall not exceed the **Limit** stated in the **Schedule**.

Transit:

5) **Property Insured** (only as described in the **Schedule** (Section 1) whilst in transit.

- a) Provided always that the above extension shall apply solely in respect of locations or property within the **Territorial Limits** and **Our** liability under this Extension shall not exceed the **Limit** stated in the **Schedule**.

Exclusions

Applicable to Section 2 Only

Section 2 does not cover:

This Section does not cover:

1) **Damage** caused by or consisting of;

- a. inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials;
- b. the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control other than any boiler or economiser on the **Premises** used for domestic purposes such as a hot water and/or central heating/ventilation system.
- c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

But this shall not exclude subsequent **Damage** or subsequent loss resulting from **Damage** which itself results from a cause not otherwise excluded.

2) **Damage** caused by or consisting of;

- a. faulty or defective workmanship operational error or omission on the part of **You** or **Your Employee**;
- b. but this shall not exclude;
 - i. such **Damage** not otherwise excluded which itself results from a **Defined Peril**;
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded.
- c. acts of fraud or dishonesty by the **Your Employees**

but this shall not exclude such **Damage** not otherwise excluded which itself results from a **Defined Peril**.

3) **Damage** caused by or consisting of;

- a. Corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects;
- b. change in temperature colour flavour texture or finish;
- c. 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;
- d. mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates;
- e. the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services

But this will not exclude;

- i) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss destruction or **Damage**
 - ii) subsequent **Damage** which results from a cause not otherwise excluded
- 4) theft or attempted theft other than to the extent of the Theft Extension of Section 1 of this **Policy**.
- 5) Infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted nor **Loss** destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any **Property** if induced to do so by any fraudulent scheme trick device or false pretence or any unexplained loss or loss or shortage disclosed on taking inventory.
- 6) **Damage** caused by or consisting of;
 - a) Subsidence ground heave or landslide unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe;
 - b) normal settlement or bedding down of new structures.
- 7) **Damage** resulting from pollution or contamination other than **Damage** to the **Property Insured** not otherwise excluded caused by:
 - a) pollution or contamination which itself results from a **Defined Peril**;
 - b) a **Defined Peril** which itself results from pollution or contamination.
- 8) **Damage** caused by or consisting of or arising directly or indirectly from;
 - a. Disappearance unexplained or inventory shortage misfiling or misplacing of information;
 - b. erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a **Defined Peril** insofar as it is not otherwise excluded.
- 9) destruction of or **Damage** to a building or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded.
- 10) **Damage** in respect of movable property in the open fences and gates by theft wind rain hail sleet snow flood or dust.
- 11) **Damage** in respect of curiosities or works of art other than such **Damage** caused by a **Defined Peril** and not otherwise excluded.
- 12) Unless specifically mentioned as insured;
 - a. 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;
 - b. land roads pavements piers jetties bridges culverts or excavations;
 - c. livestock growing crops or trees;
 - d. jewellery precious stones bullion furs curiosities;
 - e. glass (other than by fire or explosion) china earthenware or other fragile or brittle objects;
 - f. computers and data processing equipment.
- 13) which at the time of the happening of **Damage** is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies except in respect of any excess or deductible beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- 14) any property more specifically insured by **You** or on **Your** behalf.
- 15) **Damage** happening through or in consequence directly or indirectly of riot or civil commotion occurring in Northern Ireland.
- 16) **Damage** directly or indirectly occasioned by or happening through or in consequence of **Computer Virus(es)** or from erasure or corruption or alteration of **Electronic Data**.
- 17) **Damage** to fixed glass and fixed sanitaryware
 - i. which is broken or **Damaged** at the commencement of this Insurance, or
 - ii. in any **Building** which is **Unoccupied**;
 and any canopies on the **Premises**.
- 18) **Damage** to **Unoccupied Buildings** other than **Damage** caused by the following **Defined Perils**;
 Fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances acting on behalf of or in connection with any political organisation malicious persons earthquake storm or flood and impact.

- 19) **Damage** of whatsoever nature directly caused by, resulting from or in connection with mould, unless such **Damage** is the direct result of an otherwise insured **Defined Peril**.
- 20) **Damage** caused by or resulting from the bursting of any boiler, economiser or other vessel machine or apparatus belonging to or under **Your** control in which internal pressure is due to steam only but this shall not exclude loss resulting from interruption or interference with the business carried on at the premises in consequence of the explosion of any boiler or economiser on the premises in which internal pressure is due to steam only.

Conditions

Applicable to Section 2 only

Accumulated Stock

- 1) In adjusting any loss account shall be taken and an equitable allowance made if any reduction in **Turnover** due to the **Incident** is postponed by reason of the **Turnover** being temporarily maintained from accumulated Stocks of finished goods at the **Insured's** premises.

Average (Underinsurance)

- 2) If any **Sum Insured** in respect of **Gross Profit Gross Revenue** or **Rent Receivable** as stated in the **Schedule** applicable to this Section is less than the **Annual Gross Profit Annual Gross Revenue** or Annual **Rent Receivable** (or such multiple thereof that the Maximum **Indemnity Period** compares to 12 months if the Indemnity Period is longer) the amount payable for **Gross Profit Gross Revenue** or **Rent Receivable** will be proportionately reduced and you will be considered as your own insurer for the difference

Alternative Trading

- 3) If during the **Indemnity Period** goods shall be sold or services shall be rendered or accommodation provided 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 or services or accommodation shall be brought into account in arriving at the **Turnover** and/or **Rent Receivable** during the **Indemnity Period**.

Delayed Loss

- 4) in adjusting any loss **We** will take account and make an equitable allowance if any reduction in **Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods.

Departments

- 5) If the **Business** is conducted in departments the independent trading results of which are ascertainable, the provisions in respect of **Gross Profit Gross Revenue** and **Rent Receivable** shall apply separately to each department affected by the **Incident**.

Limit of Liability

- 6) Our liability under this Section will not exceed the lesser of:
- in the whole the total sums insured; or
 - in respect of any item of settlement specification its sum insured at the time of the **Damage**; or
 - any other sum insured stated in the **Schedule** at the time of the **Damage**;
 - the sum insured (or Limit of Liability) remaining after deduction for any other interruption or interference consequent upon **Damage**;
- occurring during the same **Period of Insurance** unless **We** have agreed to reinstate any such sum insured (or **Limit of Liability**).

Material Alteration

- 7) this Section will be void if:
- the **Business** is wound up; or
 - carried on by a liquidator administrator or receiver; or
 - permanently discontinued or
 - Your** interest ceases otherwise than by death; or
 - any alteration is made either in the **Business** or in the **Premises** or property therein whereby the risk of **Damage** is increased (whatsoever the reason for such increase and even if there is no change in the use or physical alteration of the said **Premises** or **Property**) but only from the time that **You** become aware of or with reasonable prudence could have become aware of an increased risk of **Damage**;
- at any time after the commencement of this insurance unless **We** agree by memorandum signed by or on their behalf that this Section will continue in force.

Payments on Account

- 8) Payments on account may be made to the Insured monthly during the **Indemnity Period** if desired provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section shall in no case exceed the sum insured set out in the **Schedule** for this Section.

Professional Accountants Clause

- 9) Any particulars or details contained in the **Your** books of account or other **Business** books or documents which may be required by the **Us** under General Condition Claims Procedure Condition Precedent (Section 1 - 6 only) of this **Policy** for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **You** and their report shall be prima facie evidence of the particulars and details to which such report relates. **We** will pay **You** the reasonable charges payable by **You** to **Your** professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by **Us** under the terms of General Condition Claims Procedure Condition Precedent (Section 1 - 6 only) of this **Policy** and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents.

Reinstatement of Loss

- 10) Unless written notice by **Us** or **You** is provided cover under this Section will not reduce by the amount of any loss and the full premium will still be payable until expiry of the **Policy** Period.

Salvage Sale

- 11) If following any **Incident** giving rise to a claim under this Section **You** shall hold a salvage sale during the **Indemnity Period** for the purpose of such claim in respect of loss of **Gross Profit** the amount payable as indemnity in respect of **Reduction in Turnover** shall be:-
the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) shall fall short of the **Standard Turnover** in consequence of the Incident, from which sum shall be deducted the **Gross Profit** actually earned during the period of the salvage sale.

Section 1

- 12) All the conditions of Section 1 are deemed to apply to Section 2.

Subrogation Waiver

- 13) in the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which they might become entitled by subrogation against:
- any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**;
 - any company which is a subsidiary of a parent company of which **You** are **Yourselves** a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**.

Uninsured Standing Charges

- 14) if any standing charges of the **Business** deducted in arriving at the **Gross Profit** are not insured under this Section then in computing the amount recoverable as increased cost of working the amount of additional expenditure that will be taken into account will be reduced by the proportion that the **Gross Profit** bears to the sum of the **Gross Profit** and the uninsured standing charges.

Additional Conditions

Applicable to Section 2 only

The following additional clause shall apply to this Section only if stated in the **Schedule** to be applicable

Subsidence

- 1) Notwithstanding Exclusion 6 this Section extends to cover **Damage** caused by Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding;
- the first GBP 1,500 of each and every loss after the application of any Condition of Average;
 - Damage** to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby;
 - Damage** caused by or consisting of;
 - the normal settlement or bedding down of new structures;
 - the settlement or movement of made-up ground;
 - coastal or river erosion;
 - defective design or workmanship or the use of defective materials;
 - fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe;
 - Damage** which originated prior to the inception of this cover;
 - Damage** resulting from;
 - Demolition construction structural alteration or repair of any **Property**; or
 - groundwork or excavation at the **Premises**.

Special Conditions

Insofar as this insurance relates to **Damage** caused by Subsidence Ground Heave or Landslip;

- a) **You** shall notify **Us** immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) **We** shall then have the right to vary the terms or cancel this cover.

Exclusion in so far as it applies to Section 1 of this **Policy** is deemed deleted.

Provided that this Additional Clause shall not apply in respect of:

- a) any **Building** (or **Contents** therein) which stands on made-up ground over mine-workings or on any site at which there has been any previous occurrence of subsidence ground heave or landslip;
- b) **Loss** destruction or **Damage** commencing prior to the granting of cover under this Additional Clause or resulting from coastal or river erosion or from any building demolition or excavation works at the **Premises**;

unless resulting from fire explosion earthquake or escape of water from any tank apparatus or pipe.

Section 3 – Goods in Transit

This Section applies only if stated as **INSURED** in the Policy Schedule.

Cover

Loss or Damage to **Property** whilst in **Transit** within the **Territorial Limits** up to the sum insured as specified within the **Schedule**.

Definitions

Applicable to Section 3 only

1. **Property**
Means **Stock** and materials in trade including work in progress belonging to **You** or for which **You** are responsible and connected with **Your Business**.
2. **Transit**
Means being dispatched to its final destination by any vehicle vessel or aircraft including loading and unloading and whilst temporarily housed in the course of being carried to its destination.
3. **Territorial Limits**
Means United Kingdom the Isle of Man and the Channel Islands including **Transits** directly between such territories.

Extensions

1. **Additional Expenses**
The insurance provided by this Section shall include additional costs and expenses reasonably and necessarily incurred by **You** in transferring the **Property** insured to another vehicle or reloading on the original vehicle for onward delivery or return to **Your Premises** and removal of debris due to fire explosion collision or overturning of the carrying vehicle subject to a limit of £1,500 any one event.
2. **Employees Effects**
The insurance provided by this Section shall include insofar as the same are not otherwise insured **Loss or Damage** to **Employees** personal **Property** due to fire explosion collision or overturning of the carrying vehicle subject to a Limit of £500 any one **Employee** any one event.
3. **Ropes/Sheets**
The **Property** insured shall include ropes sheets tarpaulins trolleys and the like (excluding wear and tear) whilst in **Transit** subject to a limit of £1,500 any one event.

Exclusions

Applicable to Section 3 only

1. **Loss or Damage** in respect of
 - a) **Money**;
 - b) jewellery precious stones bullion furs or curiosities precious metals works of art or rare books;
 - c) documents manuscripts computer systems records or business books;
 - d) Explosives.
2. **Loss or Damage** in respect of the breakage of articles of a brittle nature unless consequent upon an accidental collision or overturning of the carrying vehicle vessel or aircraft which also is damaged whilst transporting such articles.
3. **Loss or Damage** caused by or in respect of goods detailed in the special classification of explosives and other dangerous goods carried by the railway companies at owners' risks only according to the general railway classification of goods list.
4. **Loss or Damage** caused by or consisting of wear tear latent defect or inherent vice.
5. **Loss or Damage** directly or indirectly caused by or consisting of fungi mould bacteria and/or any by-product or related type of condition of the aforementioned including but not limited to mildew spore(s) and mycotoxins moth vermin insects damp mildew rust loss in weight evaporation taint leakage or spillage **Pollution** contamination deterioration depreciation mechanical or electrical breakdown or derangement unless arising as a consequence of fire explosion or accident to the carrying vehicle vessel or aircraft and not otherwise excluded.
6. **Loss or Damage** caused by or attributable to defective or inadequate packing or insulation or protection against climatic conditions (other than by lightning) or incorrect and insufficient addressing or labelling of any parcel or package.
7. **Loss or Damage** due to delay or loss of market loss of profit or **Consequential Loss or Damage** of any kind.

8. **Loss or Damage** which is in any way caused or facilitated by the collusion of any of **Your** directors or partners or any person in **Your** service of or employed by **You**.
9. **Loss or Damage** to goods carried in open sided/curtained vehicles or any other vehicle that cannot be secured unless they are parked in a secure locked and guarded building or compound.
10. **Loss or Damage** caused by or consisting of:-
 - a) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - b) disappearance or unexplained or inventory shortage;
 - c) evaporation or ordinary leakage;
 - d) theft or any attempt thereat arising whilst any vehicle belonging to **You** or under **Your** control and containing the **Property** insured is left unattended unless:-
 - i) all doors have been securely locked all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed.
 - ii) after the last business transit of the day until collected by the driver for the next business transit the vehicle is housed in a securely locked building of standard construction.
11. **Loss or Damage** regarding import shipments until fully discharged or until marine insurance has ceased to cover whichever last occurs.
12. **Loss or Damage** arising from seizure or requisition or destruction by order of any government or public authority.

Conditions

Applicable to Section 3 only

1. Reasonable Precautions conditions
It is a condition precedent to **Our** liability under this Section that **You** shall take all reasonable precautions to prevent **Loss or Damage** by:-
 - i) maintaining vehicles under their control in an efficient and roadworthy condition and ensuring the suitability of the vehicles for the purpose used.
 - ii) employing competent and honest person(s) who can be entrusted with the **Property** insured.
 - iii) exercising reasonable care in adequately packaging to withstand normal transit including loading and unloading.
 - iv) exercising reasonable care in labelling and addressing of the **Property** insured.
 - v) ensuring compliance with regulations relating to storage and transport imposed by any regulatory authority

Section 4 – Book Debts

This Section applies only if stated as **INSURED** in the Policy Schedule.

Cover

If the **Your** books of accounts and **Your** other **Business** books or records at **Your Premises** specified in the **Schedule** should be destroyed or damaged by any of the **Defined Perils** (hereinafter referred to as the **Loss or Damage**) then **We** will pay **You** the loss sustained in respect of **Outstanding Debit Balances** directly due to the **Loss or Damage** and the amount payable in respect of any one occurrence of **Loss or Damage** 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.
- b) the additional expenditure incurred with **Our** prior consent in identifying and establishing **Outstanding Debit Balances** after the **Loss or Damage**.

If the sum insured be less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced.

The insurance under this Section includes all reasonable additional charges payable by **You** to the auditors for producing and identifying any particulars or details contained in the books of account or other business books or records or documents or such other proofs information or evidence as **We** may require.

Our liability during any one **Period of Insurance** shall in no case exceed the sum insured stated in the **Schedule**.

Definitions

Applicable to Section 4 only

1. Outstanding Debit Balances

Means the total shown in **Your** last audited accounts adjusted for:-

- a) bad debts and/or customer returns.
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Loss or Damage**) to **Customers' Accounts** in the period between the date to which the last statement relates and the date of the **Loss or Damage** and
- c) any abnormal conditions of trade which had or could have had a material effect on **Your Business**.

2. Customers' Accounts

Means the accounts of all **Your** customers and/or **Your** agents who purchase goods from or to whom services are rendered by **You**.

Conditions

Applicable to Section 4 only

It is a condition precedent to **Our** liability hereon that **Your** books of accounts or other business books or records in which **Customers' Accounts** are shown shall be kept in fire-resistant safes or fire-resistant cabinets when not in use.

Section 5 – Money and Assault

This Section applies only if stated as INSURED in the Policy Schedule.

Cover

We will indemnify **You** up to the Maximum Limit any one loss stated in the **Schedule** in respect of loss from any cause of **Money** held in connection with the **Business**:-

- a) whilst on the **Premises** during **Your** normal **Business Hours**.
- b) whilst in transit within the **Territorial Limits** or in bank night safe until removed by the bank.
- c) whilst on the **Premises** outside of **Your** normal **Business Hours** within a locked safe or strongroom.
- d) whilst on the **Premises** outside of **Your** normal **Business Hours** not within a safe or strongroom.
- e) whilst on the **Premises** outside of **Your** normal **Business Hours** within an automated teller machine.
- f) whilst on the **Premises** in gaming/vending machines.
- g) whilst temporarily within any private dwelling house of the principal or any authorised Director or Partner or **Employee**.
- h) whilst in the custody and control of authorised collectors.

Definitions

Applicable to Section 5 only

1. **Non-Negotiable Money**
Crossed cheques crossed postal orders crossed bankers drafts premiums savings bonds national savings certificates stamped or franked National Insurance cards and VAT purchase invoices.

Extensions

Applicable to Section 5 only

1. **Non-Negotiable Money**
Notwithstanding the limits stated in the **Schedule** cover for **Non-Negotiable Money** belonging to **You** or which is **Your** responsibility and **Our** liability shall not exceed £250,000 any one loss.
2. **Damage to safes and other cash carrying devices/machines**
We will pay the cost of repair or replacement of safes strongrooms tills cash registers franking machines and special **Money** carrying cases following loss or destruction of or damage to the devices and machines if **Loss or Damage** results from theft or attempted theft of **Money** or **Non-Negotiable Money** up to a Maximum Limit of £1,000 any one loss
3. **Loss of keys**
We will also pay for the necessary replacement of locks (to a Maximum Limit of £250) to any external door to the **Premises** or safe or strong room in them following the loss of keys involving forcible or violent entry to or exit from the **Premises** or the home of any authorised key holder provided that keys relating to any safe or strong room will not be left on the **Premises** overnight.
4. **Loss or Damage to Clothing**
Loss or Damage to the clothing of any principal or **Your Employee** as a result of an **Assault** on such principal or **Employee** by any person stealing or attempting to steal **Money** insured herein up to a Maximum Limit of £500 any one person.

Exclusions

Applicable to Section 5 only

This Section does NOT cover:-

1. **Loss or Damage** caused by dishonesty on the part of any of **Your** directors partners or **Employees** not discovered within seven working days of the occurrence.
2. **Loss Consequential Loss** or shortages due to depreciation or currency fluctuation or clerical or accounting errors or omissions.
3. **Loss** from unattended vehicles.
4. Postal sendings.
5. **Loss or Damage** arising outside the United Kingdom the Isle of Man and the Channel Islands.
6. **Loss or Damage** resulting from a safe or strong room being opened by the use of key or combination code through the key or combination code having been left on **Your Premises** when closed for business or left unattended.

7. **Loss or Damage** caused by theft or attempted theft unless following:-
 - a) entry or exit from the **Premises** by forcible and violent means.
 - b) **Assault** violence or threat thereof to **You** or **Your Employees** or person(s) to whom **Your Property** is entrusted.
8. **Loss or Damage** in respect of telephone cards exceeding a Maximum Limit £250 unless as expressly increased in the **Schedule**.
9. **Loss or Damage** due to the use of counterfeit **Money** or **Non-Negotiable Money**.

Conditions

Applicable to Section 5 only

1. **Advice to Police**
You shall immediately inform the police of any **Loss or Damage** and offer them all reasonable assistance.
2. **Money on the Insured Premises**
You shall transfer cash from the point of collection where amounts exceed £2,500 into a locked safe or strongroom during **Business Hours** and additionally subject to being within any specified maximum limits for such safe(s) and strongroom(s) on the **Schedule**.
 It is a condition precedent to **Our** liability under this Section that **You** hereby undertake to ensure that that all keys/combination numbers to the safe(s) or strong room(s) are kept within a secure place such as a locked cupboard and/or drawer away from the vicinity from such safe(s) or strongroom(s) during **Business Hours** and shall not be left on the **Premises** outside **Business Hours** unless occupied by an authorised **Employee**.
3. **Custodian Condition**
 It is a condition precedent to **Our** liability that whilst **Your Money** is in transit that **You** shall ensure that as a minimum level of security the number of able bodied and responsible adults or the security carrier used for such transits shall be as described below for the amounts stated:-

a) Up to £2,500	One able bodied and responsible adult.
b) greater than £2,500 and up to £5,000	Two able bodied and responsible adults.
c) greater than £5,000 and up to £7,500	Three able bodied and responsible adults.
d) greater than £7,500 and up to £10,000	Four able bodied and responsible adults.
e) greater than £10,000	Approved registered and recognised Security company.

Personal Accident Assault Extension

In the event of **Personal Injury** to **You** or any of **Your** directors partners or **Employees** (each of whom is hereinafter called the **Insured Person**) directly due to theft or attempted theft of **Money** **We** will pay to the **Insured Person** compensation in accordance with the Table of Benefits.

Table of Benefits

A	Death	£20,000 per person
B	Loss of one or both eyes	£20,000 per person
C	Loss of one or more Limbs	£20,000 per person
D	Permanent Total Disablement	£20,000 per person
E	Temporary Total Disablement for each week of its continuance not exceeding a Benefit Period of 104 weeks	£200 per person

Definitions of the Personal Accident Assault Extension

1. **Personal Injury**
 Means **Injury** which solely and independently of any other cause (except illness directly resulting from medical or surgical treatment rendered necessary by such **Assault**) occasions the death or disablement of such principal or **Your Employee** within twelve calendar months from the date of the occurrence.
2. **Temporary Total Disablement**
 Means disablement which entirely prevents the **Insured Person** from continuously engaging in or attending to their usual occupation.
3. **Permanent Total Disablement**
 Means a disablement which permanently and continuously disables the **Insured Person** totally and absolutely from attending any occupation and being beyond hope of improvement not being **Loss of Eye** or **Loss of Limb**.

4. **Loss of a Limb**

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

5. **Loss of Eye**

Means total and irrecoverable loss of sight of one or both eyes.

Exclusions of the Personal Accident Assault Extension

This extension does NOT cover

1. **Injury** disablement or medical expenses where such **Injury** disablement or medical expenses are the result of or are contributed to by the **Insured Person** having a physical or mental defect of any sort which was known either by **You** or the **Insured Person** when the **Policy** was first issued or at renewal.

However this exclusion shall not apply if the defect has been notified to **Us** and accepted in writing.

2. **Benefit Limitations**

- d) any amount for weekly Benefit until the total amount has been ascertained and agreed any such payments shall be deducted from any sum subsequently paid under Benefits A to D of the extension;
- e) weekly payments following any single disablement which exceed the period of that disablement or 104 consecutive weeks from the date of disablement whichever is the less.

3. **Age Limitation**

Any person below the age of 16 years or above the age of 70 years.

Conditions of the Personal Accident Assault Extension

1. Assault
 - a) In the event of an **Assault** which causes or may cause disablement within the meaning of this extension any must without delay place themselves under the care of a relevantly qualified medical practitioner.
2. Medical Examinations
 - a) **We** will not be liable to pay compensation unless the medical adviser(s) appointed by them be allowed as often as they deem necessary to make an examination of the injured person.

Section 6 – Employers Liability

This Section applies only if stated as **INSURED** in the Policy Schedule.

Cover

In the event of **Injury** to any **Employee** caused during the **Period of Insurance** and arising out of and in the course of their employment by **You** in connection with **Your Business** within the **Territorial Limits We** will indemnify **You** against all sums that **You** shall become legally liable to pay as compensation in respect of such **Injury** together with **Costs and Expenses**.

Amount Payable

Our liability for compensation and **Costs and Expenses** will not exceed the **Limit of Indemnity** stated in the **Schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause.

Provided that in respect of any **Act of Terrorism** the **Limit of Indemnity** shall not exceed £5,000,000.

If the **We** allege that by reason of this limitation any loss **Damage** cost or expense is not covered the burden of proving to the contrary shall be upon **You**.

Exclusions

Applicable to Section 6 Employers' Liability

There will be no indemnity under this Section for

Asbestos

- 1) liability arising from the manufacture and/or production and/or supply and/or storage and/or breaking down and/or handling (other than incidental handling) of **Asbestos** and/or Asbestos products.

This exclusion shall not apply in respect of such removal storage or disposal provided that:

- a) such activity does not form part of **Your** usual trade or **Business** or contract.
 - b) the discovery of **Asbestos** by **You** is unintentional and accidental.
 - c) upon discovery of **Asbestos** or products made entirely of **Asbestos** all work immediately stops.
 - d) an HSE licensed **Asbestos** removal contractor who has Employers' Liability and Public and Product liability insurances in force that:
 - i) provide limits of indemnity no less than those stated in the **Schedule**.
 - ii) do not exclude the work to be carried out.
- is contracted to carry out any subsequent handling, removal, stripping out, demolition, transportation or disposal of **Asbestos** or materials containing asbestos fibre

Fines or Penalties

- 2)
 - a) any fines, penalties or liquidated damages
 - b) the costs of appeal against any improvement or prohibition notices
 - c) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - d) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - e) punitive exemplary or aggravated damages or sums awarded in restitution or any additional damages resulting from the multiplication of compensatory damages

Hazardous Locations

- 3) liability arising out of or in connection with work undertaken on or at any of the following locations or premises:-
 - a) any work undertaken **Airside** on or in the immediate vicinity of aircraft
 - b) aircraft hovercraft aerospace systems or ships vessels boats (other than at docks harbours boatyards or inland waterways not involving the use of heat)
 - c) bridges or viaducts
 - d) chemical or petro-chemical works oil refineries gas works
 - e) dams or cofferdams
 - f) demolition sites
 - g) ministry of defence properties
 - h) **Offshore** installations rigs platforms
 - i) power stations or nuclear plants
 - j) quarries mines or collieries
 - k) railways or railway installations
 - l) tunnels over 0.5m diameter
 - m) underground mines
 - n) underwater mines
 - o) underwater/sub aqueous works or installations

Jurisdiction

- 4) compensation or **Costs and Expenses** arising from an action brought in a court of law outside of the **Territorial Limits**.

Mechanically Propelled Vehicles

- 5) **Injury** to any **Employee** whilst
- a) carried in or upon
 - b) entering or getting on to or alighting from
- any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security.

Work Offshore

- 6) **You** or anyone claiming indemnity under this Section in respect of liability arising **Offshore**. If **We** are required by law to make a payment regarding Offshore cover then a Limit of Indemnity of £5,000,000 any one occurrence inclusive of all costs and expenses shall apply.

Conditions

Applicable to Section 6 Employers' Liability

Certificate of Employers' Liability insurance

- 1) If this **Policy** or Section is cancelled any Certificate of Employers' Liability Insurance is similarly cancelled from the same date.

Compulsory Insurance Legislation

- 2) The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Channel Islands or the Isle of Man 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.

Discharge of Liability

- 3) **We** may at any time pay to **You** or anyone else entitled to indemnity under this Section:
- a) the amount stated as the **Limit of Indemnity** in the **Schedule** applicable to this Section after deducting any sum or sums already paid as compensation and any **Costs and Expenses** paid by **Us** or
 - b) any lesser amount for which any claim or claims can be settled

and upon such payment **We** will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for **Costs and Expense** incurred or which can be recovered in respect of action taken before the date of **Our** payment under this Section.

Any sum paid will be inclusive of all **Costs and Expenses** incurred and no further sums will be payable by **Us**.

Other Insurances

- 4) If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source **Our** liability shall be limited to any **Excess** beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected.

Personal Protective Equipment

- 5) It is a condition precedent to liability that **You** shall comply with and require all **Employees** or persons acting on **Your** behalf to adhere to the Personal Protective Equipment at Work Regulations 1992 or any subsequent legislation amending or replacing such Regulations.

In particular **You** must ensure that:-

- a) suitable properly fitting and effective personal protective equipment is issued to all **Employees** who may be exposed to any risk to their health and safety whilst at work.
- b) all personal protective equipment provided by **You** is properly assessed as suitable prior to being released to **Employees**.
- c) all personal protective equipment provided by **You** is always stored and maintained in full working order.
- d) all **Employees** provided with personal protective equipment by **You** receive adequate and appropriate training and information on its use maintenance and purpose of the equipment prior to using it.
- e) all **Employees** provided with personal protective equipment sign a form of acceptance confirming that they have received proper training in and are familiar with the use of the equipment in accordance with such regulations.
- f) an **Employee** not using the personal protective equipment provided will be considered to be in breach of such regulations and **You** will enforce appropriate disciplinary action.

Extensions

Applicable to Section 6 Employers' Liability

In addition **We** will provide indemnity under this section as follows:

Compensation for Court Attendance

- 1) In the event of the following persons attending court at **Our** request in connection with a claim under this Section the **We** will compensate **You** at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required
 - (1) by **You** or any of **Your** directors or partners £250 per day
 - (2) by any of **Your Employees** £100 per day

Corporate Manslaughter and Corporate Homicide Defence Costs

- 2) In the event of any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom the **We** will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **Period of Insurance** within the United Kingdom and in the course of **Your Business**.

Provided that:-

- a) **Our** total liability in respect of **Costs and Expenses** shall not exceed £1,000,000 in the aggregate during any one **Period of Insurance**.
- b) **We** will only indemnify **You** where **Costs and Expenses** arise as a result of any matter which is the subject of indemnity under this **Policy**.
- c) **We** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by them.
- d) if there is any other insurance or indemnity in force covering the same **Costs and Expenses** **Our** liability shall be limited to a proportionate amount of the total **Costs and Expenses** but subject always to the **Limit of Indemnity** of £1,000,000
- e) this indemnity will not apply:
 - i) in respect of fines or penalties of any kind.
 - ii) to proceedings consequent upon any **Injury** deliberately caused by **You**.
 - iii) to persons other than **You** or any of **Your** directors partners proprietors or **Employees**.

Cross Liabilities

- 3) If the **Insured** comprises more than one party the **We** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause shall not exceed the **Limit of Liability** stated in the **Schedule** applicable to this Section,

Health and Safety at Work Legal Defence Costs

- 4) In the event of
 - a) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
 - b) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975.

We will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **Period of Insurance** within the **Territorial Limits** and in the course of **Your Business**

Provided that:

- i) **We** will only indemnify **You** where **Costs and Expenses** arise as a result of any matter which is the subject of indemnity under this **Policy**
- ii) **We** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by them
- iii) this indemnity will not apply
 - a. in respect of fines or penalties of any kind
 - b. to proceedings consequent upon any **Injury** deliberately caused by **You**
 - c. to persons other than **You** or any of **Your** directors partners proprietors or **Employees** which could reasonably have been expected to constitute a breach of health and Safety legislation having regard to the nature and circumstances of such act or omission;
- iv) where indemnity is provided by any other insurance

Indemnity to Others

- 5) If **You** so request to
- a) any of **Your** directors partners or **Employees** in respect of liability for which **You** would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against **You**.
 - b) any officer or member of **Your** social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such.
 - c) the legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person.
 - d) any principal in like manner to **You** where any contract or agreement entered into by **You** for the performance of work so requires in respect of the principal's liability arising from the performance of work by **You**.

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the Insured and provided **You** would have been entitled to indemnity if the claim had been made against **You**. For the purposes of the **Limit of Indemnity** all of the persons entitled to indemnity under this insurance shall be treated as a one party or legal entity so that there will be only two parties to the contract of insurance namely **You** and **Us**.

Territorial Limit Extension

- 6) The **Territorial Limits** shall extend to include elsewhere in the world for visits made in connection with the **Business** by **You** or any of **Your** directors partners or **Employees** in a non-manual capacity provided that such persons usually reside within the **Territorial Limits**

Unsatisfied Court Judgements

- 7) In the event of a judgement for damages being obtained against someone other than **You** under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any **Employee** or their representative in respect of **Injury** arising out of and in the course of your **Employees'** employment or engagement by **You** which remains unsatisfied in whole or in part six months after the date of such judgement **We** will at **Your** request pay to **Your Employee** or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that

- a) there is no appeal outstanding.
- b) the judgement relates to **Injury** which would otherwise be covered under this Section.
- c) any payment made by **Us** will be only in respect of liability for which **You** would have been entitled to indemnity under this Section had judgement been made against **You**.
- d) **We** are entitled to take over and prosecute for their own benefit any claim made against any other person and **You** and **Your Employee** or their representative must provide all information and assistance required by **Us**.

Section 7 – Public and Product Liability

This Section applies only if stated as **INSURED** in the Policy Schedule

Cover

In the event of accidental

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

occurring during the **Period of Insurance** and arising in connection with **Your Business** within the **Territorial Limits** **We** will indemnify **You** in respect of **Your** liability at law for compensation together with **Costs and Expenses**.

Amount Payable

Our liability in respect of:

- 1) one claim or series of claims arising from one source or original cause
- 2) all **Injury** and **Damage** occurring during any one **Period of Insurance** in respect of **Product**
- 3) all **Pollution** which is deemed to have occurred during any **Period of Insurance**

will not exceed the **Limit of Indemnity** stated in the **Schedule**.

In addition **We** will pay **Costs and Expenses** other than where a claim is brought in the United States of America or Canada or any dependency or trust territory where all **Costs and Expenses** are included within the **Limit of Indemnity**.

Exclusions

Applicable to Section 7 Public and Product Liability

There will be no indemnity under this Section for:

Advice and Professional Services

- 2) liability caused by or arising from any advice design or specification given by **You** or on **Your** behalf for a specific fee.

Aircraft Hovercraft and Watercraft

- 3) liability caused by or arising from:
 - a) the ownership possession or use by **You** or on **Your** behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less).
 - b) any products known by **You** to be for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes

Airside

- 4) liability arising out of occurrences happening Airside.

Airside for the purpose of this Exclusion means those parts of an aerodrome or airport or helipads provided for take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including associated surface roads and ground equipment parking areas.

Asbestos

- 5) liability arising from the manufacture and/or production and/or supply and/or storage and/or breaking down and/or handling (other than incidental handling) of **Asbestos** and/or Asbestos products.

This exclusion shall not apply in respect of such removal storage or disposal provided that:

- a) **Our** liability in respect of any claim for **Injury** or **Damage** made during any one **Period of Insurance** shall not exceed £1,000,000 in the aggregate or the amount of the **Limit of Indemnity** for this Section stated in the **Schedule** whichever is lower.
- b) such activity does not form part of **Your** usual trade or **Business** or contract.
- c) the discovery of **Asbestos** by **You** is unintentional and accidental.
- d) upon discovery of **Asbestos** or products made entirely of **Asbestos** all work immediately stops.
- e) an HSE licensed **Asbestos** removal contractor who has Employers' Liability and Public and Product liability insurances in force that:
 - i) provide limits of indemnity no less than those stated in the **Schedule**.
 - ii) do not exclude the work to be carried out.
- f) **You** will be liable for the first £5,000 of each and every claim.

Contract Works Property in Your Care Custody or Control JCT Clause 6.5.1 Leased Rented Premises

- 6) loss of or **Damage** to any **Property**
 - a) which constitutes or forms any part of the **Contract Works** happening before the date of certified completion or hand over of the **Contract Works** by **You**.
 - b) which at the time of the occurrence giving rise to such liability is owned by or held in trust by **You** or in the care custody or control of **You** or any person employed other than:
 - i) personal effects including vehicles and their contents of any person employed or any director or partner of or visitor to the **Insured**.
 - ii) premises including their contents not owned by or leased or rented to **You** but temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business** provided that this paragraph shall not include any **Property** to which 15 a) directly above applies
 - iii) **Premises** and their fixtures and fittings based or rented to the **Insured** provided that where such liability has been accepted by agreement indemnity will only be provided to the extent that such liability would have attached in the absence of the said agreement.
 - c) in respect of which the **You** are required to effect insurance under the terms of clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition or any revision or substitution thereof or any clause of similar intent under any other condition of contract.

Component Building Material

- 7) liability directly or indirectly caused by resulting from or in connection with any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health.

Contractual Liability

- 8) liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Section

Cyber Liability

- 9) liability arising directly or indirectly out of
 - a) loss of alteration of or **Damage** to
or
 - b) reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** E-activities.

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by **You** or by any person persons' partnership firm or company acting for **You** or on **Your** behalf

Deliberate Acts

- 10) liability caused by or arising from any deliberate conscious or intentional disregard by **Your** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**.

Excess

- 11) the amount stated in the **Schedule** applicable to this Section as the **Excess** in respect of each and every loss.

Fines Liquidated Damages or Penalties

- 12)
 - a) any fines, penalties or liquidated damages
 - b) the costs of appeal against any improvement or prohibition notices
 - c) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - d) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - e) punitive exemplary or aggravated damages or sums awarded in restitution or any additional damages resulting from the multiplication of compensatory damages

Hazardous Locations

- 13) liability arising out of or in connection with work undertaken on or at any of the following locations or premises:-
 - a) any work undertaken **Airside** on or in the immediate vicinity of aircraft
 - b) aircraft hovercraft aerospace systems or ships vessels boats (other than at docks harbours boatyards or inland waterways not involving the use of heat)
 - c) bridges or viaducts
 - d) chemical or petro-chemical works oil refineries gas works
 - e) dams or cofferdams
 - f) demolition sites
 - g) ministry of defence properties

- h) **Offshore** installations rigs platforms
- i) power stations or nuclear plants
- j) quarries mines or collieries
- k) railways or railway installations
- l) tunnels over 0.5m diameter
- m) underground mines
- n) underwater mines
- o) underwater/sub aqueous works or installations

Injury to Employees

- 14) liability to any **Employee** for **Injury** arising out of and in the course of their employment by **You**.

Jurisdiction

- 15) compensation or **Costs and Expenses** arising from an action brought in a court of law outside of the **Territorial Limits**.

Mechanically Propelled Vehicles

- 16) liability caused by or arising from the ownership possession or use by or on behalf of **You** of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

Pollution

- 17) liability in respect of:
 - a) **Pollution** occurring in the United States of America or Canada or any dependency or trust territory.
 - b) **Pollution** occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Recall of Product

- 18) liability arising from or in respect of the recall of any **Product** or part thereof.

Replacement or repair of defective Product

- 19) liability for the cost of making good repairing altering removing or replacing any defective or incorrect **Product** or making any refund.

Conditions

Applicable to Section 7 Public and Product Liability

Bona Fide Sub Contractors

- 1) It is a condition precedent to **Our** liability in respect of work carried out for **You** or on **Your** behalf by Bona-Fide sub-contractors that:
 - a) Sub-Contractors hold Public Liability coverage appropriate to the work being carried out with an **Indemnity Limit** of not less than the limits provided by this **Policy** and that said coverage includes an indemnity to **You** as principal.
 - b) **You** do not assume by agreement any liability or potential liability that would not have attached to **You** in the absence of such agreement.

In the event of a claim in relation to work carried out by Bona-Fide Sub-Contractors **You** shall provide documentary evidence of the Public Liability Insurance held by the Bona-Fide Sub-contractor at the time of their appointment to carry out the work.

Discharge of Liability

- 2) **We** may at any time pay to **You** or anyone else entitled to indemnity under this Section
 - a) the amount stated as the **Limit of Indemnity** in the **Schedule** applicable to this Section after deducting any sum or sums already paid as compensation and any **Costs and Expenses** paid by **Us** or
 - b) any lesser amount for which any claim or claims can be settled

and upon such payment the **We** will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for **Costs and Expense** incurred or which can be recovered in respect of action taken before the date of **Our** payment under this Section.

Any sum paid will be inclusive of all **Costs and Expenses** incurred and no further sums will be payable by **Us**.

Heat Application

- 3) It is a condition precedent to liability under this **Policy** that the undernoted precautions will be complied with whenever the following equipment is used away from the **Your Premises**:

Electric welding equipment oxyacetylene or similar welding or cutting equipment angle grinders or similar cutting or grinding equipment using abrasive disks or wheels blow lamps blow torches hot air guns or hot air strippers

- a) All blow lamps blow torches and flame guns or hot air guns are to be lit in strict accordance with the manufacturer's instructions and not left unattended when lit and extinguished immediately after use.
- b) The area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the **Property** to be worked upon) is in danger of ignition either directly or by conduction of heat.
- c) Wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection.
- d) Suitable fire extinguishing appliances in working order under an annual maintenance contract and inspected weekly by the **Insured** and immediately remedy any defect disclosed by any inspection and such appliances to be kept available for immediate use at the point of work.
- e) All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use.
- f) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off.
- g) Wherever practicable gas cylinders that are not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work.
- h) Immediately following completion of each period of work and during the period of not less than thirty minutes following completion of each period of work a thorough and continuous check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

Condition f) is deemed not to apply when the **You** work alone as a sole trader.

Asphalt Bitumen Tar or Pitch Heater

- a) Regulation spill trays are to be used.
- b) All tar boilers are to be kept wholly at ground level.
- c) The equipment and work is not to be left unattended at any time whilst in use.
- d) Suitable fire extinguishing appliances in working order under an annual maintenance contract and inspected weekly by the **Insured** and immediately remedy any defect disclosed by any inspection and such appliances are to be kept available for immediate use at the point of work.
- e) Immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

Underground Services

- 4) In respect of loss of or **Damage** to cables pipes or other services located underground it is a condition precedent to liability that prior to undertaking any digging boring or excavation **You** have:
- a) taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of **Damage**. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables pipes or services are under the site
 - b) retained a written record of the measures that were taken to locate such cables pipes and services
 - c) conveyed the location of such cables pipes or services to those who are carrying out such work on behalf of **You**

Indemnity under this **Policy** shall be restricted to the actual cost of repair or replacement of such cables pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use consequential loss or **Damage** or penalties and/or fines which are imposed on **You** by the relevant authorities as a result of any **Damage**.

Excess

- 5) The payment of the **Excess** is a condition precedent and in the event the **Excess** is not paid when requested **We** will not pay the claim under this **Policy** and **You** will have to pay any claims in full and may be liable to repay any costs incurred by **Us** up to the time of failure to pay the **Excess**.

Extensions

Applicable to Section 7 Public and Product Liability

In addition **We** will provide indemnity under this section as follows:

Compensation for Court Attendance

- 1) In the event of the following persons attending court at **Our** request in connection with a claim under this Section **We** will compensate **You** at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required
 - a) by **You** or any of **Your** directors or partners £250 per day
 - b) by any of **Your Employees** £100 per day

Corporate Manslaughter & Corporate Homicide Defence Costs

- 2) In the event of any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom **We** will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **Period of Insurance** within the United Kingdom and in the course of **Your Business**

Provided that:

- a) the **Our** total liability in respect of **Costs and Expenses** shall not exceed £1,000,000 in the aggregate during any one **Period of Insurance**.
- b) **We** will only indemnify **You** where **Costs and Expenses** arise as a result of any matter which is the subject of indemnity under this **Policy**.
- c) **We** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by them.
- d) if there is any other insurance or indemnity in force covering the same **Costs and Expenses** **Our** liability shall be limited to a proportionate amount of the total **Costs and Expenses** but subject always to the **Limit of Indemnity** of £1,000,000
- e) this indemnity will not apply
 - i) in respect of fines or penalties of any kind
 - ii) to proceedings consequent upon any **Injury** deliberately caused by **You**
 - iii) to persons other than **You** or any of **Your** directors partners proprietors or **Employees**

Cross Liabilities

- 3) If the **Insured** comprises more than one party **We** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the **Schedule** applicable to this Section

Data Protection Act

- 4) Liability arising under Section 13 of the Data Protection Act 1988

Provided that

- a) **You** have applied for Registration in the required manner to the Data Protection Registrar and **Your** application has not been withdrawn or refused
- b) **Our** liability for compensation payable in respect of any one claim or series of claims arising from one source or original cause will not exceed £100,000 in any one **Period of Insurance**

excluding any liability

- a) arising from the recording processing or provision of data for reward or to determine the financial status of any person
- b) in relation to any act of defamation
- c) in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Defective Premises Act

- 5) Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by **You** in connection with **Your Business** excluding any liability for
 - a) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
 - b) any physical loss of or **Damage** to such **Premises**,

Employees' Vehicles (Contingent Liability)

- 6) Exclusion 14 of this Section excludes mechanically propelled vehicles but **We** will indemnify **You** for liability caused by or in connection with any vehicle owned by an **Employee** which is being used in the course of **Your Business** excluding any liability
 - a) arising when such vehicle is being driven
 - i) by **You**
 - ii) with **Your** consent by anyone whom **You** know 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
 - b) for physical loss of or **Damage** to any such vehicle
 - c) for any use outside the **Territorial Limits**

Food Safety Act and Consumer Protection Act Defence Costs

- 7) **You** and also at **Your** request any of your directors partners or **Employees** for legal **Costs and Expenses** incurred
- in defending any prosecution for breach of duty
 - with **Our** consent in an appeal against a conviction resulting from prosecution under Part II of the Consumer Protection Act 1997 or Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 committed or alleged to have been committed during the **Period of Insurance** where circumstances may otherwise give rise to a claim under this Section

excluding legal **Costs and Expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Health and Safety at Work Legal Defence Costs

- 8) In the event of
- any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
 - an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

We will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **Period of Insurance** within the **Territorial Limits** and in the course of **Your Business**

Provided that:

- We** will only indemnify **You** where **Costs and Expenses** arise as a result of any matter which is the subject of indemnity under this **Policy**
- We** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by **Us**
- this indemnity will not apply
 - in respect of fines or penalties of any kind
 - to proceedings consequent upon any **Injury** deliberately caused by **You**
 - to persons other than **You** or any of **Your** directors partners proprietors or **Employees**

which could reasonably have been expected to constitute a breach of Health and Safety legislation having regard to the nature and circumstances of such act or omission;

- where indemnity is provided by any other insurance

Indemnity to Others

- 9) If **You** so request to
- any of **Your** directors partners or **Employees** in respect of liability for which **You** would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against **You**
 - any officer or member of **Your** social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such.
 - The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person.
 - Any principal in like manner to **You** where any contract or agreement entered into by **You** for the performance of work so requires in respect of the principal's liability arising from the performance of work by **You**.

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the Insured and provided **You** would have been entitled to indemnity if the claim had been made against **You**. For the purposes of the Limit of Indemnity all of the persons entitled to indemnity under this insurance shall be treated as a one party or legal entity so that there will be only two parties to the contract of insurance namely **You** and **Us**.

Leased and Rented Premises

- 10) Exclusion 5 of this Section does not apply to physical loss or **Damage** to **Premises** leased or rented to **You** in connection with **Your Business**.

Overseas Personal Liability

- 11) **You** and if **You** so request to
- any of **Your** directors partners or **Employees**
 - Your** spouse or child or any spouse or child of **Your** director partner or **Employee** accompanying **You** or accompanying such director partner or **Employee**.

against liability at law for compensation together with **Costs and Expenses** for liability incurred in a personal capacity while **You** or any of **Your** partners or **Employees** are visiting a country anywhere in the world in connection with **Your Business** excluding any liability

- arising from any contract or agreement unless liability would have existed otherwise.
- arising out of the ownership or occupation of land or buildings.

- c) arising from the carrying on of any trade or profession.
- d) where indemnity is provided by any other insurance.
- e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft

Territorial Limits

- 12) The **Territorial Limits** shall extend to include elsewhere in the world for visits made in connection with **Your Business** in a non-manual capacity provided that such persons usually reside within the **Territorial Limits**.

Vehicles used as a Tool of Trade

- 13) Exclusion 14 of this Section excludes mechanically propelled vehicles but **We** will indemnify **You** for **Your** liability arising out of
- a) the use in connection with **Your Business** of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade.
 - b) the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer.
- excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance.

Special Extensions

Applicable to Section 7 Public and Product Liability

These extensions only apply if shown as **INSURED** on **Your Schedule**

Defective Workmanship (only if shown as being included within the Insurance Schedule)

Notwithstanding anything contained in Exclusions 16 and 17 in the event of accidental **Damage to Property** other than **Product** supplied occurring during the **Period of Insurance** and caused by defective workmanship or defective **Product** **We** will indemnify **You** in respect of **Your** liability at law for compensation together with **Costs and Expenses** incurred in rectifying defective workmanship or defective **Product** provided that:

- 1) **We** shall not be liable for the first £1,000 of any loss and this amount shall be retained by **You** as **Your** own liability and uninsured.
- 2) **Our** maximum liability under this extension will not exceed £10,000 any one claim and in the aggregate in any one **Period of Insurance**.

Subject otherwise to the terms exceptions and conditions of the **Policy**.

Financial Loss (only if shown as being included within the Insurance Schedule)

We will indemnify **You** in respect of legal liability for **Financial Loss** as a direct result of **Product**

The maximum **We** will pay including **Costs and Expenses** in respect of all claims made against **You** in any one **Period of Insurance** is £50,000.

This indemnity only applies to claims made against **You** during the currency of this Special Extension or within 30 days of its expiry.

We will not provide indemnity:

- 1) in respect of the first 10% of each and every claim or £1,500 whichever is the greater.
- 2) in respect of **Financial Loss** as a result of
 - a) circumstances which at inception of this Public and **Product** Liability Section **You** knew or ought to have known about and which were likely to give rise to a claim.
 - b) non or late delivery of **Product**.
 - c) fraud dishonesty insolvency financial default conspiracy conversion deceit intimidation inducement of breach of contract or injurious falsehood.
 - d) passing off or infringement of any trademark trade name merchandise mark registered design copyright or patent right.
 - e) liability under the Data Protection Act 1998 or any subsequent amending legislation.
 - f) any diminution in value of any **Property** or **Product**.
 - g) liability imposed on **You** solely by reason of the terms of any contract conditions or agreement.
 - h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
 - i) the presence of **Asbestos**
 - ii) the release of **Asbestos**

Professional Indemnity (only if shown as being included within the Insurance Schedule)

COVER

To indemnify **You** for any sum or sums which **You** may become legally liable to pay arising from any claim or claims first made against **You** up to the **Limit of Indemnity** shown in the **Schedule** which is deemed to be on an aggregate costs inclusive basis provided such claim(s) are properly notified by **You** to **Us** within the **Period of Insurance** stated in the **Schedule**. Such claim(s) are those arising as a direct result of negligence on **Your** part and in the conduct and execution of the Professional Activities and Duties as herein defined.

THE EXCESS

Provided always that **We** shall be liable only in respect of each and every claim hereunder for the part of the claim (which for the purpose of this clause shall be deemed to include all **Costs and Expenses** incurred by **Us** in investigating and defending the claim) which exceeds £1,000. It being understood and agreed that if any expenditure is incurred by **Us** which by virtue of this clause is **Your** responsibility then such amount shall be reimbursed to **Us** by the **You** forthwith on demand.

DEFINITION

The Professional Activities and Duties in respect of which cover is granted by this Special Extension shall mean the performance by **You** of any professional services provided by **You** or **Your Employees** in connection with the **Business** as described in the **Schedule**.

EXCLUSIONS

This insurance does not provide indemnity in respect of any claim or claims arising out of: -

- 1)
 - a) any liability whatsoever arising out of **Injury** to any other person.
 - b) any liability arising out of loss of or **Damage to Property**.

For the purpose of this extension **Property** is defined as;

- i) the ownership possession or use by **you** or on your behalf of any buildings structures **Premises** or land or
 - ii) that part of any building leased occupied or rented by **You** or
 - iii) any other **Property** (mobile or immobile) belonging to **You**
- 2) Any negligence on the part of **You** in connection with the effecting or maintenance of insurance and/or in connection with the provision of finance or advice on financial matters
 - 3) Any claim made against **You** as a result of any dishonest malicious criminal or deliberate illegal acts by **You**.
 - 4) The ownership use occupation or leasing of **Property** mobile and/or immobile by to **You** or on **Your** behalf.
 - 5) Any negligence on the part of the **Insured** in connection with the estimate of construction except where such estimates are compiled by professional qualified Quantity Surveyors.
 - 6) **Your** insolvency.
 - 7) Circumstances where **You** are entitled to indemnity under any other policy.
 - 8) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) Ionising radiations or contamination by radioactivity from nuclear fuel or from any waste from the combustion of nuclear fuel.
 - b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - 9) Arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage **Pollution** or contamination of any kind.
 - 10) The giving by **You** of any express warranty or guarantee which increases **Your** liability but this Exclusion shall not apply to liability which would have attached to **You** in the absence of such express warranty or guarantee.
 - 11) Work in connection with contracts outside the **Territorial Limits** as defined.
 - 12) Liability in respect of any action for damages brought against **You** in a Court of Law outside Great Britain Northern Ireland the Isle of Man or the Channel Islands.
 - 13) Notwithstanding any provision to the contrary within this insurance 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 sequence to the loss.

For the purpose of this **Endorsement** 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 organisation(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 **Endorsement** 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 **Endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect

- 14) It is hereby understood and agreed that this **Policy** shall not indemnify **You** for any loss **Damage Cost or Expense** directly or indirectly arising out of resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to **Asbestos** or materials or Product containing **Asbestos** whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Additional Extensions

The following Extensions do not operate unless specified in the **Schedule** of the **Policy**:-

- 1) The **We** will subject to the terms exclusions conditions and **Endorsements** of the **Policy** indemnify **You** against **Costs and Expenses** necessarily incurred in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a claim under this **Policy**. The onus of proving a claim under this Extension shall be upon **You** who will be obliged to give prior written notice to **Us** during the **Period of Insurance** of the intention to take action that will incur such loss.
- 2) The **We** will subject to the terms exclusions conditions and **Endorsements** of the **Policy** indemnify **You** in respect of liability arising out of any act of negligence by **Your** specialist designers consultants or sub-contractors and engaged in the performance of the Professional Activities and Duties defined herein provided that the rights of recourse against such specialist designers consultants or sub-contractors are not waived or otherwise impaired.

Conditions

- 1) **Litigation**
We will not require **You** to dispute any claim unless a Queen's Counsel or lawyer of comparable standing in the territory concerned (to be mutually agreed upon by **Us** and **You**) advise that the same could be contested with a reasonable prospect of success by **You** and **Our** consent to such a claim being consented, such consent not to be unreasonably withheld
 In the event of any dispute arising between **You** and **Us** as to what constitutes an unreasonable refusal to contest a claim at Law, the President for the time being of the Professional Body of which **You** are a member shall nominate a referee to decide this point (only) and the decision of such referee shall be binding on both parties. The cost of such referrer and advice shall be borne equally between **You** and **Us**.
- 2) **Fraudulent Claims**
 If any claim is fraudulent or based on an exaggerated or false declaration this **Policy** shall be void and all benefits forfeited
- 3) **Retroactive Date**
 Where a **Retroactive Date** is specified in the **Schedule** this Insurance will not apply to claims first made against **You** by reason of negligence committed of alleged to have been committed prior to the said **Retroactive Date**

General Exclusions

The following Exclusions apply to all Sections of **Your Policy**

Biological or Chemical Materials

- 1) This **Policy** does not cover loss or **Damage Costs or Expenses** of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto

Civil Commotion

- 2) This **Policy** does not cover loss or **Damage** caused by or due to civil commotion riot strike lock-out labour disturbances acts of persons operating on behalf of or in connections with any political organisation.

Date Recognition

This **Policy** does not cover any liability, loss or **Damage** cost claim expense or consequential loss of whatsoever nature directly or indirectly directly or indirectly caused by, consisting of arising from or relating to:

- a) any actual or alleged failure or inability of any Computer Equipment whether or not owned by or in the possession of the Insured:
 - i) to correctly recognise or to correctly process (including but not limited to capture, save, retain, calculate, compare, interpret, record, retrieve, sequence, read, store, manipulate, write to media, determine, distinguish, convert, transfer or execute) Date/Time Material;
 - Or
 - ii) to correctly recognise or to correctly process (including but not limited to capture, save, retain, calculate, compare, interpret, record, retrieve, sequence, read, store, manipulate, write to media, determine, distinguish, convert, transfer or execute) any data or information as a result of the treatment of any Date/Time Material;
 by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it.
- b) any actual or alleged failure to provide or inadequacy of any services whether provided by the Insured or any other person or persons due to any actual or alleged failure or inability described at paragraph a) above
- c) any advice, consultation, design, evaluation, inspection, installation, maintenance, alteration, repair, replacement or supervision provided or done by the Insured or for or on behalf of the Insured to determine, rectify or test for any potential or actual problem described at paragraph a) above.

For the purpose of this Clause:

- i) Computer Equipment means:
 - a) computer hardware, including microprocessors
 - b) computer application software
 - c) computer operating systems or related software
 - d) computer networks
 - e) microprocessors (computer chips) not part of any computer system
 - f) any other computerised or electronic equipment
 - g) any other equipment which directly or indirectly contains, uses or relies upon in any manner any of the items listed at a) to f) above.
- ii) Date/Time Material means dates, times or data or information or command or instruction that in any manner depends upon, is contingent upon, is derived from or incorporates any date or time irrespective of the manner by which it is stored, recorded or entered.

This clause does not apply to any sections covering Employers Liability.

Electronic Cyber Liabilities

- 3) This **Policy** does not cover loss or **Damage** associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the **Property** of the **Insured**) caused by

- a) the response of a computer to any date or date change or
- b) the failure of a computer to respond to any date or date change or
- c) the loss of or denial of access to any data either your own or third party or
- d) any loss of or **Damage** to or change or corruption in data or software on a computer or computer system or
- e) any computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information

Height and Depth Limit Restriction

- 4) This **Policy** does not cover liability directly or indirectly resulting from or in consequence of work undertaken or carried out at
- a)
 - a) height where the drop exceeds the Height Limit shown in **Your Schedule**
 - b) depth exceeding the Depth Limit shown in **Your Schedule**

Misuse of the Internet and Extra-net

- 5) This **Policy** does not cover liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the **Insured(s)**' own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means

Pyrotechnics

- 6) This **Policy** does not cover loss or claims arising out of the use of fireworks or other pyrotechnics including without limitation stage effects.

Radioactive Contamination

- 7) This **Policy** does not cover loss **Damage Costs or Expenses** to any **Property** directly or indirectly occasioned by happening through arising out of or in consequence of:
- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Sonic Bangs

- 8) This **Policy** does not cover loss or **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism

- 9) This **Policy** does not cover liability arising out of loss **Damage Cost or Expense** of whatsoever nature directly or indirectly caused by resulting from or in connection with
- a) any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss
 - b) any action taken in controlling preventing suppressing or in any way relating to the **Act of Terrorism**

except in respect of Section 6 - Employers' Liability to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees**

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 the **Insured**

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect

War

- 10) 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 hostilities (whether war be declared or not) civil war rebellion revolution insurrection mutiny popular uprising military or usurped power.

General Conditions

The following Conditions apply to all Sections of **Your Policy** and you must comply with them or **Your Policy** may not be in force

Alteration in Risk

1) This policy shall be terminated if:

- (a) the Business is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or
- (b) Your interest ceases other than by death or
- (c) any alteration is made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by Us and in respect of 1(c) We agree not to avoid the Policy provided that:

- (i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement on this Policy We would not have entered into this Policy on any terms.
- (ii) You shall pay an appropriate additional premium if required by Us with effect from the date of the alteration.
- (iii) We shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.

Arbitration

- 2) If **We** accept liability for a claim under this **Policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time

In these circumstances the arbitrator's award must be made before there is any right of action against **Us**

Cancellation

- 3) INSURED'S CANCELLATION RIGHTS

If this cover does not meet your requirements **You** have the right to cancel the **Policy** from inception. Please return all **Your** documents and any certificate to the Insurance Intermediary who arranged the **Policy** within 14 days of receipt (this period is referred to as the cooling off period).

If **You** do exercise your right to cancel during the cooling off period **You** will be entitled to a full return of premium less an administration charge of £75 to cover operational costs.

If **You** do not exercise your right to cancel during the cooling off period the **Policy** premium becomes due and **You** may not be entitled to a refund of premium and the **Policy** may run for its full term.

INSURERS' CANCELLATION RIGHTS

We may cancel this **Policy** by giving **You** 14 days' notice in writing sent to **Your** last known address. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance** **You** may be entitled to a proportionate return of the premium in respect of any unexpired **Period of Insurance**.

CERTIFICATE OF INSURANCE

In the event of cancellation **You** must return to **Us** the current Certificate of Employers' Liability Insurance.

Choice of and Jurisdiction

- 4) The laws of England and Wales shall be the law under which all disputes and/or conflicts under this insurance shall be governed and English courts shall have exclusive jurisdiction over any matter relating to this insurance.

Claims Conditions

- 5) (a) It is a condition precedent to Our liability under this policy that You

shall:

- (i) advise Us within fourteen days of any Damage, accident or injury which may give rise to a claim
- (ii) notify the police immediately of Damage caused by thieves or malicious persons or of any loss of money whatsoever
- (iii) do and permit to be done all things reasonably practicable to

minimise the Damage or to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

- (iv) immediately forward to Us unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against You by any third party or notice of any impending prosecution, inquest or Fatal Accident Inquiry
 - (v) at Your expense, submit to Us in writing full details of the claim together with any evidence and information including books of account or other business books or documents or such other proofs that We may reasonably require for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matter connected with it. This written confirmation is to be sent to Us within:
 - seven days of the occurrence in the case of Damage caused by theft or attempted theft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or by malicious persons
 - thirty days of any other occurrence
 - thirty days of the end of the Indemnity Period in the case of claims for Business Interruption
 - (vi) not negotiate, pay, settle, admit or repudiate any claim without Our written consent
- (b) We shall be entitled:
- (i) following any Damage in respect of which a claim is made to enter, take or keep possession of the Premises where such Damage has occurred and to take possession of, or require to be delivered to Us, any property insured and deal with such property for all reasonable purposes and in a reasonable manner. Such steps as are taken pursuant to this Claims Condition 5(b) (i) shall be taken without prejudice to any rights which may have accrued to Us prior to that date nor shall such steps be deemed to be confirmation that the Policy responds to any claim. However, property may not be abandoned to Us whether we have taken possession of the property or not
 - (ii) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You shall give all information and assistance required at no cost to Us
 - (iii) at any time to pay the Limit of Indemnity, the Limit of Liability or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.
- (c) If the terms of Conditions 5(a) or 5(b) have not been complied with, and as a direct consequence, the amount for which We are liable under this Policy has increased, then no payment shall be made by Us in respect of the amount of such increase.
- (d) If We so request, any claimant under this policy shall at Our expense do or permit to be done anything We may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which We are or may become entitled, whether these actions are required before or after We agree to indemnify under this policy.
- (e) Arbitration:
- If any difference should arise between You and Us as to the amount to be paid under this insurance (liability being otherwise admitted) such dispute shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is to be referred to arbitration as permitted by this condition the making of an award shall be a condition precedent to any right of action against Us.
- (f) Under Insurance:
- If at the time of any Damage the Sum Insured for any item(s) is less than the total value of the item(s), You shall be considered as being Your own insurer for the difference and shall bear a proportionate share of the loss accordingly.
- (g) Contribution:
- If at the time of any occurrence which gives rise to a claim under this policy the Damage, legal costs, expenses or liability is covered in whole or in part by any other insurance or would be otherwise insured but for the existence of

this policy, We shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction We will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance.

Compliance with Terms

- 6) **Our** liability to make any payment under this **Policy** is conditional on
 - a) the compliance with this **Policy's** terms and conditions by **You** or any person claiming indemnity or benefit under this **Policy** the truth accuracy and completeness of all information supplied to **Us** in connection with this insurance

Compulsory Insurance – Employers Liability

- 7) The insurance granted by this **Policy** is in accordance with the provisions of any law enacted in Great Britain Northern Ireland the Isle of Man and the Channel Islands relating to compulsory insurance of liability to **Employees**. If however there is non-observance of any provision of this **Policy** by **You** which results in **Us** paying any sum which **We** would not have paid but for the provisions under the law then **You** will immediately repay that sum to **Us**.

Conditions Precedent

- 8) If **You** do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent) **We** will not pay for any claim except that where the condition concerned;
 - a) operates only in connection with particular premises or Locations **We** will pay for claims arising out of an event occurring at other premises or Locations which are not specified in the condition
 - b) operates only at particular times **We** will pay for any claim where **You** show on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the loss damage cost or legal liability which occurred
 - c) would if complied with tend to reduce particular types of loss damage cost or legal liability or as the context may require liability **We** will pay for any claim where **You** show on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the loss damage cost or legal liability which occurred.

Contract (Rights of Third Parties Act) 1999

- 9) A person or company who was not 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 Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act

Data Protection Act

- 10) It is agreed by **You** that any information provided to **Us** regarding the **Insured** for the purpose of accepting insurance and handling any claims may if necessary be divulged to third parties provided that it will be processed by the **Us** in compliance with the provisions of the Data Protection Act 1998

Fair Presentation of the Risk

11)

You must make a fair presentation of the risk to **Us** at inception renewal and variation of the **Policy**.

- a) **We** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is deliberate or reckless or of such other nature that if **You** had made a fair presentation **We** would not have issued the **Policy**. **We** will return the premium paid by **You** unless the failure to make a fair presentation is deliberate or reckless.
- b) If **We** would have issued the **Policy** on different terms had **You** made a fair presentation **We** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **We** may instead
 - i. reduce proportionately the amount paid or payable on any claim the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **You** made a fair presentation and/or
 - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **We** would have imposed had **You** made a fair presentation.

For the purposes of this clause references to

- 1) avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**) the renewal date (where the failure occurs at renewal of the **Policy**) or the variation date (where the failure occurs when the **Policy** is varied)
- 2) refunds of premium should be treated as refunds of premium back to the inception date renewal date or variation date as the context requires

- 3) issuing a **Policy** should be treated as references to issuing the **Policy** at inception renewing or varying the **Policy** as the context requires

Fraud

- 12) If a claim is in any respect fraudulent or if any fraudulent means or devices be used by You or anyone appointed to act on Your behalf to obtain any benefit under this Policy or if any Damage, claim or loss is occasioned by the wilful act or connivance of You, We will:
- (a) have no liability to pay any part of or the whole of the fraudulent claim
 - (b) be entitled to refuse all claims arising after the fraudulent action
 - (c) remain liable for legitimate claims before the fraudulent action
 - (d) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

Health & Safety condition precedent (Sections 6 & 7 Only)

- 13) It is a condition precedent to liability that :
- a) the Insured shall have and maintain in place a written health and safety policy and shall undertake health and safety risk assessments as required by applicable health and safety legislation and regulation from time to time;
 - b) to the extent that the Insured is not required by law or regulation to carry out formal risk assessments or maintain a written health and safety policy the Insured shall nevertheless have in place and communicate to its **Employees** an appropriate health and safety policy and generally take all steps as may reasonably be necessary to mitigate health and safety risk in the workplace;
 - c) in all cases the Insured shall ensure that adequate and appropriate health and safety training is provided to its employees and other staff;
 - d) the **Insured** shall comply with any common risk requirements that may be issued to the Insured by the Underwriters from time to time.
 - e) the **Insured** shall provide copies of any risk assessments or reports or health and safety policy within 30 days of the Underwriters request.

Insurance Voidable

- 14) This policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.

However, We agree not to void the Policy provided that:

- (a) such misrepresentation or non-disclosure has not been deliberate or reckless
- (b) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, We would not have entered into this Policy on any terms.
- (c) We shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration.

If at the time of Damage, claim or loss the premium charged to You would have been higher but for the misrepresentation or non-disclosure in any material particular Our liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium.

Other Insurance

- 15) If at the time of any **Injury** or **Damage** there be any other insurance
- a) covering the whole or part of such Injury or Damage whether effected by the **You** or not then **We** shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such Injury or Damage
 - b) on any of the Property insured herein either alone or together with any other Property which shall be subject to any condition of average or is limited in respect of the value of any article or the total amount is divided in respect of said Property then this Policy may at **Our** option be held to contain the same condition of average limit of value and division of amount pro rata
 - c) which more specifically insures Property insured herein this Policy will not apply except in respect of any amount over and above that recoverable under such more specific insurance

This Condition does not apply to any personal accident benefit provided under this **Policy** in respect of death or **Injury** to any insured person.

Precautions

- 16) **You** must
- a) take all reasonable precautions to safeguard any **Property** insured by this **Policy** against **Damage** and to prevent **Injury** or loss or destruction of or **Damage** to other **Property**
 - b) exercise reasonable care in the selection and supervision of **Your Employees**
 - c) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
 - d) maintain the **Premises** and all other **Property** in a sound condition

Premium Adjustment

- 17) If any part of the premium or renewal premium is based on estimates provided by **You**. **You** shall keep an accurate record containing all relevant particulars and shall allow the **Us** to inspect such record. **You** shall within one month after the expiry of each **Period of Insurance** provide such information as **We** may require. The premium shall then be adjusted and the difference paid by or allowed to **You** (subject to any minimum premium that may apply).

Should **You** fail to supply the information within three months after the expiry date of the **Period of Insurance**, then **We** shall be entitled to charge an additional premium of 15% of the premium shown in the Schedule. If **You** fail to pay this additional premium, it may result in a claim not being indemnified.

Reinstatement

- 18) If any property is to be reinstated or replaced by **Us** **You** shall at their own expense provide all such plans, documents, books and information as may be reasonably required. **We** shall not be bound to reinstate exactly 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 of the items insured more than the Sum Insured thereon

Sanctions

- 19) **We** shall not 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 **Us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

Several Liability

- 20) The subscribing Insurers' obligations under **Policies** to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions

The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurers who for any reason does not satisfy all or part of its obligations

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members' proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural

Subrogation (and Co-Operation) condition precedent

- 21) It shall be a condition precedent for coverage of any claim under this policy that any claimant under this **Policy** shall (and **You** shall ensure that such claimant shall at **Our** request and expense at all times provide such information and co-operation as the **We** may require and shall take and permit to be taken all necessary steps for the enforcing of rights against any other party in **Your** name before or after any payment is made by or on behalf of **Us**.

We will be entitled to prosecute in the name of the Insured and/or person claiming to be indemnified but for **Our** benefit any claim for **Damages** or indemnity.

Survey and Risk Improvements

- 22) **We** reserve the right to survey **Your Premises** and or contract sites.

It is a condition precedent to liability under this **Policy** that **You** will comply with all survey risk improvements required by **Us** within the timescales specified by **Us**.

In the event that the risk requirement(s) are not completed or risk improvement procedures are not introduced within the timescales specified by **Us**, then **We** reserve the right to either continue cover subject to alterations of the terms and conditions of such cover or to suspend or withdraw cover effective from the date cover was inceptioned or renewed or any other period specified by **Us**.

If the terms or conditions of cover are amended by **Us**, then **You** shall have 14 days to accept or reject the revised basis of cover. If **You** elect to reject the revised basis of cover and the **Policy** is cancelled, then **You** may be entitled to a refund of premium subject to a £75 administration charge to cover operational expenses provided that no claim has been made during the current **Period of Insurance**.

If **We** exercise their right to suspend or withdraw cover then **You** may be entitled to a refund of premium in respect of such period that cover is suspended or for any period beyond the effective date from which cover is withdrawn, provided that no claim has been made during the current **Period of Insurance**.

Except in so far as they are expressly varied by this condition, all terms conditions provisions exclusions and limits of the **Policy** shall continue to apply until **We** advise otherwise. To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

Tax

- 23) In addition to the premium you will pay to **Us** any tax due on the premium which **We** are required to collect will be incorporated in accordance with current legislation

Insurers' Rights

- 24) If any event happens which may give rise to a claim under this **Policy** the **We** will be entitled to
- a) enter the building where **Damage** has occurred and to take and keep possession of damaged **Property** insured herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **Your** consent for such purpose - no **Property** may be abandoned to **Us**
 - b) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other person covered by this **Policy** by any other party
 - c) prosecute in **Your** name or the name of any other person covered by this **Policy** but for **Our** benefit any claim for damages or indemnity

Workmen

Workmen and tradesmen are allowed in or about the **Premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance

Procedure for Notifying Claims

In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the **Claims Administrators at:**

Argenta Claims Management
Woodgate & Clark Limited
The Red House
West Malling
Kent
ME19 6QT
Tel: 01732 520272
Email: argenta@woodgate-clark.co.uk

The **Insurers** or the **Claims Administrators** reserve the right to appoint a loss adjuster

If required by **Us** or the **Coverholder** or the **Claims Administrators** **You** shall complete a claim form, report, statement or declaration.

For Ministry of Justice (MOJ) Portal Claims (Duties owed by the Insured)

The MOJ reforms are now in effect and apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may give rise to a claim and/or actual claims is vital to ensure investigations can be made in a timely fashion and to keep claim costs to a minimum.

Here is what to do if **You** receive a letter of claim or Claims Notification Form (CNF) from the claimant and/or claimant's representative

If **You** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise your Insurer is Argenta Syndicate Management Limited and their correspondence has been sent to **Woodgate & Clark Limited** who are our Appointed Claims Administrator.

After acknowledging the claimant representative please send all correspondence immediately to **Woodgate & Clark Limited** remembering to quote your Policy number and name as shown on the Schedule. Please note **Your** failure to immediately report a claim or circumstance which may give rise to a claim or to provide our appointed Claims Administrator with full cooperation could result in the support from this Policy being withdrawn.

Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times.

If you have a complaint regarding the sale of this Policy then it should be directed to the Thames Underwriting Limited Compliance Officer at the address shown below:

Thames Underwriting Limited
Monometer House
Rectory Grove
Leigh-on-Sea
SS9 2HN
Email: enquiries@thamesunderwriting.com
Telephone: +44 (0)1702 713636

If You have any other complaint it should be directed to Lloyd's at the following address:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If your complaint still cannot be resolved to your satisfaction and you are an eligible complainant, you may refer the matter to the Financial Ombudsman Service or FOS as it is commonly known at the address shown below. FOS can only consider your complaint following our consideration of the matter:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9GE

Telephone: 0800 0234 567 (normally free for land line users)
Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

Argenta Syndicate Management Limited is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from this scheme. Further details can be obtained from:

Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street
London, EC3A 7QU
Tel 0207 8927 301
Web www.fscs.org.uk