

The logo for HIUA features the lowercase letters 'hiua' in a bold, dark blue, sans-serif font. The letter 'i' is replaced by a glowing blue circle with a white center, creating a sun-like effect.

Hospitality Insurance
Underwriting Agencies

HIUA Hotel Package Insurance Policy

HIUA Insurance Policy for Hotels

Arranged by:

Hospitality Insurance Underwriting Agencies (HIUA)

6 High Street

Windermere

Cumbria

LA23 1AF

Underwritten by:

The Hedge Business Centre Level 3

Triq ir-Rampa ta' San Giljan

Balluta Bay

St Julian's STJ 1062

Malta

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Please check your Policy Schedule to see which Sections are operative

INTRODUCTION

Your Policy

This is your Policy, please keep it in a safe place.

Your Policy is made up of Sections prepared from a proposal form or declaration or statement of fact provided by You or from Your instructions or any information in connection with this insurance provided to Your insurance adviser.

The Policy is divided into a number of Sections. The Schedule will show you those Sections that are operative and how much you are insured for. Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions Conditions and Exclusions.

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

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

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

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

If you have any queries or wish to change your Policy cover, you should contact your broker or intermediary immediately.

If the cover provided by this Policy does not meet your requirements, please return all your documents within 14 days of receipt to your broker or intermediary and we will return any premium paid in full, unless a claim has been submitted under the Policy.

Insured Values

You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy.

It is your responsibility to make sure that the amounts you are insured for represent the full value of your property. The value of some of your personal possessions, in particular jewellery and other valuables, is likely to fluctuate considerably and we strongly recommend that you review the value of these items regularly and obtain professional valuations if necessary. If you do not maintain Sums Insured to represent the full value of your property, any payment made following a claim may be reduced. You can increase your Sums Insured at any time by contacting us.

All communications should be addressed to:

Hospitality Insurance Underwriting Agencies (HIUA)
6 High Street
Windermere
Cumbria
LA23 1AF
Telephone
Tel: 01539 487111

Claim Notification - How to make a claim

When an event occurs that may give rise to a claim, you should contact the following:

Either –

IUA Claims Department Davies Group P.O Box 2801 Hanley Stoke on Trent ST4 9DN

E-mail: newclaims.TheIUA@davies-group.com

Telephone 0344 856 3829

or

Hospitality Insurance Underwriting Agencies (HIUA) during office hours (Mon – Fri 09.00 to 17.00)

Telephone 01539 487111

Please see the General Conditions for details of your responsibilities in the event of a claim or an occurrence that may result in a claim. It is important that you comply with all Policy conditions and you should familiarise yourself with any action required.

Please ensure that you quote your HIUA Policy Number (which appears on your Policy Schedule)

CUSTOMER SERVICE

Complaints Procedure UK

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is the procedure that you should follow:

Initiating Your Complaint

You should first contact our Complaints Officer either by email at complaints@hiua.co.uk or by telephone on 015394 87111, or in writing at: Complaints Officer, Hospitality Insurance Underwriting Agencies, 6 High Street, Windermere, Cumbria, LA23 1AF. We will confirm to you the receipt of your complaint within three working days and do our best to resolve the problem.

If we are unable to resolve your complaint within 3 working days, we will send you a communication, either verbally, by email or in the post (depending on the method of communication you prefer) explaining why we have been unable to resolve your complaint, and the steps we intend to take to resolve the issue as rapidly as possible.

We aim to conclude our enquiries and provide a Final Response Letter to you within 8 weeks from the date your complaint was received. We will keep you regularly informed of our progress towards resolving your complaint, and may need to contact you during this time to request or verify information relating to your complaint.

Financial Ombudsman Service (FOS)

If the differences between us remain unresolved, you may refer your complaint to the Financial Ombudsman Service (FOS). You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with the final response from QIC Europe Ltd, or if a final response has not been issued within eight weeks from your first complaint.

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Tel: 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note that you have six months from the date of the final response in which to refer your complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

The Financial Ombudsman Service will only consider complaints after QIC Europe Ltd has issued a final response. Following this procedure will not affect your legal rights.

Please quote your policy number in any communication.

Financial Ombudsman Service UK - Eligible Complainant

You can use the FOS as a recourse in the event of dissatisfaction if you are:

- a private individual acting outside your trade, business or profession
- "micro-enterprises", i.e. smaller business that have a turnover or annual balance sheet of not more than EUR 2m and fewer than 10 people employed
- a charity with less than GBP 1m annual income
- a trustee of a trust with net asset value of less than GBP 1m.

Cancellation of this policy

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document, although we reserve our rights on refunding any premium if you have made a claim on this policy. To exercise your right to cancel, contact the Broker who arranged this cover for you.

If you wish to cancel the policy at any other time, please contact the Broker who arranged this cover for you. Provided no claims have been made we will refund a proportionate part of your premium in accordance with General Condition 17 – Cancellation

How We use Your personal information

We are part of a group of companies. We may share Your personal information with other companies in the group for any of the purposes set out in this notice.

Hotel Package for The Insurance Underwriting Agency who are authorised and regulated by the Financial Conduct Authority (FCA number 563147). Registered Office: 6 High Street, Windermere, Cumbria, LA23, Registered in England and Wales, Company Number: 07438498. You can contact TIUA's Data Protection Officer at the registered address above, or at info@hiua.co.uk.

Cranbrook Underwriting Limited is an Appointed Representative of Chesterfield Insurance Brokers Ltd which authorised and regulated by the Financial Conduct Authority (FCA number 587073). Registered Office: Upper Ground Floor, 1 Minster Court, Mincing Lane, London EC3R 7AA, Registered in England and Wales, Company Number: 4286691. You can contact Cranbrook's Data Protection Officer at the registered address above, or at dataprotection@cranbrookuw.com.

Your Insurer is QIC Europe Limited (QEL), with registered address at The Hedge Business Centre, Triq-Rampa Ta' San Giljan, Balluta Bay, St. Julian, STJ1062, Malta. We will share your personal information with your Insurer. You can read in full QEL's Privacy Information Notice at www.qiceuropeltd.com/privacy-policy. You can also contact QEL's Data Protection Officer at the registered address above or, alternatively, at the London branch, 71 Fenchurch Street, London, EC3M 4UBS. Your Insurer might transfer your personal information outside the European Economic Area ("EEA") and will take all necessary steps to ensure your personal information is treated in accordance with its Privacy Information Notice and Binding Corporate Rules.

You can check this information on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

We will use Your personal information to arrange and manage Your insurance Policy, including handling underwriting and claims and issuing renewal documents and information to You or Your insurance adviser. We will also use Your personal information to assess Your insurance application and provide information to credit reference agencies.

We may research, collect and use data about You from publicly available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share Your personal information with other insurers, statutory bodies, regulatory authorities, Our business partners or agents providing services on Our behalf and other authorised bodies.

We will share your personal information with others:

- if We need to do this to manage Your Policy with Us
- including settling claims;
- for underwriting purposes, such as assessing Your application
- and arranging Your Policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if We are required or permitted to do this by law (for example, if
- We receive a legitimate request
- from the police or another authority); and/or
- if You have given Us permission.

You can ask for further information about Our use of Your personal information. If You require such information, please write to the Data Protection Officer at the above address, or as set out in the Endorsement entitled Identity of Insurers shown in The Schedule.

Preventing and detecting crime

We may use Your personal information to prevent crime. In order to prevent and detect crime We may:

- check Your personal information against Our own databases; share it with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when You make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, We will share Your relevant personal information with them. The information We share may be used by those companies when making decisions about You. You can find out which fraud prevention agencies are used by Us by writing to Our Data Protection Officer; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and underwriting Exchange Register administered by Insurance Database Services Ltd. We may pass information relating to Your insurance Policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help You manage Your insurance Policy, subject to answering security questions, We will deal with You or Your husband, wife or partner or any other person whom We reasonably believe to be acting for You if they call Us on Your behalf in connection with Your Policy or a claim relating to Your Policy. For Your protection only You can cancel Your Policy or change the contact address.

Marketing

We may use Your personal information and information about Your use of Our products and services to carry out research and analysis.

We will only use Your personal information to market Our products and services to You if You agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of Our service and to prevent and detect fraud. We may also use CCTV recording equipment in and around Our premises.

It is understood by You that any information provided to Us regarding You will be processed by Us for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties (including Our group companies). As a result We may transfer Your personal information to a destination outside the European Economic Area ("EEA") but we will always take the necessary steps to ensure that Your information is treated securely and in accordance with this privacy policy.

Further information

You are entitled to receive a copy of any of Your personal information We hold. If You would like to receive a copy, or if You would like further information on, or wish to complain about, the way that We use Your personal information, please write to the Data Protection Officer at the Registered office addresses stated above.

If We change the way that We use Your personal information, We will write to You to let You know. If You do not agree to that change in use, You must let Us know as soon as possible by writing to Us at the address referred to above.

You have the right to complain to the Information Commissioner's Office at any time if You object to the way We use Your personal information. For more information please go to www.ico.org.uk.

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within this Policy the Schedule the Endorsements and Extensions

ACCIDENTAL DAMAGE

unexpected and unintended damage caused by sudden and external means

AIRSIDE

those parts of airport and/or airfield premises to which the public and/or passengers do not have free and/or authorised access

AUDIO AND VISUAL EQUIPMENT

television and satellite receivers radios video recorders and other audio visual equipment cameras and their equipment and accessories binoculars and similar optical instruments

BUILDINGS

the buildings at the **PREMISES** and unless otherwise stated in the Schedule are solely

- occupied by **YOU** and **YOUR FAMILY** for the **BUSINESS**
- constructed of brick stone concrete or other non-combustible materials and roofed with slates tiles concrete or other non-combustible materials
- lit by electricity
- heated by low pressure hot water apparatus oil fired space heaters fed from fuel tanks in the open gas appliances using gas from a public supply or electrical appliances

and unless otherwise stated any item for the insurance of **BUILDINGS** includes

- (1) landlords fixtures and fittings in and on the **BUILDINGS**
- (2) garages car ports lean-tos small outside buildings fixed central heating oil/gas tanks and other fixed storage tanks septic tanks annexes and gangways
- (3) walls gates fences drives patios terraces hard courts yards footpaths swimming pools and private roads
- (4) the public service telephone gas water and electricity pipes cables and accessories (including meters and covers) extending from the **BUILDINGS** to the public mains

all the property of the **INSURED** or for which the **INSURED** is responsible and forming part of the **PREMISES**

BUSINESS

the **BUSINESS** as stated in the Schedule and for the purpose of the Liability Insurance Section and its Extensions includes

- (1) the provision and management for the benefit of the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** of canteen social sports educational or welfare activities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the **PREMISES** from which the **BUSINESS** is conducted
- (3) the performance of private work undertaken by any **EMPLOYEE** (with the consent of the **INSURED**) for the **INSURED** or any **DIRECTOR PARTNER** or senior official of the **INSURED** in connection with the **BUSINESS** specified in the Schedule and not in connection with any other activity

BUSINESS HOURS

hours during which the **INSURED** or any **DIRECTOR PARTNER** or an **EMPLOYEE** is on the **PREMISES** for the purposes of the **BUSINESS**

COLLECTIONS

stamp medal coin firearm and similar collections of intrinsic value (not being **WORKS OF ART** or **VALUABLES**)

DEFINITIONS (continued)

INSURERS / WE/US/OUR

QIC Europe Limited, The Hedge Business Centre, Triq ir-Rampa ta' San Giljan, Balluta Bay, St Julian's STJ 1062, Malta.

The insurer is authorised by the Financial Conduct Authority(FCA) (EEA Authorised) and the Prudential Regulatory Authority (PRA). They are licenced and regulated by the Malta Financial Services Authority (MFSA).

COMPUTER EQUIPMENT

electronic data processing and/or word processing equipment including but not limited to all processing units screens keyboards printers scanners disk and tape drives telecommunication and networking equipment and spare components for such equipment and data carrying materials used in connection with such equipment but excluding programmes and software not being proprietary branded data or telephone systems

CONTENTS

- (1) household goods and other personal property in the **HOME**
- (2) business equipment and machinery excluding **COMPUTER EQUIPMENT**
- (3) documents manuscripts and business books for an amount not exceeding £250 in respect of any one loss
- (4) **TENANTS IMPROVEMENTS**
- (5) business stock and materials in trade including wines spirits cigarettes and tobacco
- (6) **COMPUTER EQUIPMENT** and computer records belonging to or the responsibility of **YOU** or **YOUR FAMILY** including the personal property of domestic servants permanently residing with **YOU** and paying and non-paying guests provided that such property is not otherwise insured
- (7) **DIRECTORS PARTNERS** and **EMPLOYEES** personal effects clothing pedal cycles tools and instruments for an amount not exceeding £500 per person
- (8) personal effects of paying guests for an amount not exceeding £1000 per person

CONTRACTORS

any person persons company firm or organisation which is or are on the **PREMISES** specified in the Schedule for the purpose of carrying out construction alteration extension or repairs to **BUILDINGS** or **CONTENTS**

CREDIT CARDS

credit cards debit cards cheque guarantee cards and cash dispenser cards issued in the United Kingdom

DAMAGE

accidental loss damage or destruction

DEFINED PERILS

fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by an road vehicle or animal or any article dropped from a road vehicle

DIRECTOR

a director of the **INSURED** where the **INSURED** is a Limited Company

DEFINITIONS (continued)

EMPLOYEE

any

- (1) person under a contract of service or apprenticeship with the **INSURED**
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the **INSURED**

whilst working for the **INSURED** in the course of the **BUSINESS**

EXCESS

the amount that will be deducted by the **INSURERS** from the total agreed amount of any claim (only one **EXCESS** will be deducted from the total amount for claims arising out of one event) after the application of any reduction due to underinsurance

HACKING

unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the **INSURED** or not

HOME

the private house or self-contained flat including its domestic outbuildings garages and land situate at the **PREMISES**

INJURY

bodily injury death illness disease or shock causing bodily injury

INSURED/YOU/YOUR

the person persons or corporate body named in the Schedule including

- (1) the subsidiary companies of the **INSURED** notified to and accepted in writing by the **INSURERS**
- (2) the legal personal representatives in the event of the **INSURED'S** death in respect of legal liability incurred by the **INSURED**

LEISURE EQUIPMENT

cameras and their equipment and accessories projectors binoculars and similar optical instruments

LICENCE

the justices Licence in force in respect of the retail sale of excisable liquors at the **PREMISES** and issued in accordance with the following core legislation as appropriate to the location of the **PREMISES** or any subsequent amending or replacing legislation

The Licensing Act 1964 (England and Wales) or

The Licensing (Scotland) Act 1976

DEFINITIONS (continued)

OFFSHORE

as from the time when the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** or any other person or persons for whom the **INSURED** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

PARTNER

a partner of the **INSURED** where the **INSURED** is a partnership

PERILS INSURED

Fire Lightning Explosion and Special Perils as fully defined within the Buildings Insurance Section and Contents Insurance Section (where applicable)

PERSONAL EFFECTS CLOTHING AND LUGGAGE

wearing apparel and personal articles designed to be worn or carried on or about the person

PERSONAL MONEY

coins bank and currency notes used as legal tender bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants travellers cheques unused current postage stamps (not forming part of a collection) holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift record or similar tokens consumer redemption vouchers trading stamps (affixed in a book) telephone cards travel tickets and cards season tickets (when not recompensed by the issuing authority) unexpired units in franking machines and VAT purchases invoices

all belonging to **YOU** or **YOUR FAMILY** or for which they are responsible

This definition includes money received from paying guests

PERSONAL POSSESSIONS

being

- (1) **VALUABLES**
- (2) **PERSONAL EFFECTS CLOTHING AND LUGGAGE**
- (3) **LEISURE EQUIPMENT**
- (4) **SPORTS EQUIPMENT**
- (5) **PERSONAL MONEY**
- (6) **CREDIT CARDS**
- (7) pedal cycles
- (8) property specified in the Schedule as being insured under the Personal Possessions Insurance Section

all belonging to or the responsibility of **YOU** or **YOUR FAMILY**

POLLUTION or CONTAMINATION

- (1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all **INJURY** physical loss or physical damage to material property directly or indirectly caused by pollution or contamination

arising from **SEEPING** or **POLLUTING** or **CONTAMINATING SUBSTANCES**

DEFINITIONS (continued)

PREMISES

the **BUILDINGS** and land used for the **BUSINESS** and situate as stated in the Schedule

PROPOSAL

any signed proposal form and declaration or any Risk Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the **INSURED**

REMIEDIATION

includes "remediation" under the Environment Act 1995

SEEPING or POLLUTING or CONTAMINATING SUBSTANCES

any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

SPORTS EQUIPMENT

items of equipment and specialist clothing which are usually worn carried or used in the course of participating in a recognised sport

TENANTS IMPROVEMENTS

decorations and improvements to the **BUILDINGS** including landlords fixtures and fittings for which the **INSURED** is responsible as tenant and not as owner

TERRITORIAL LIMITS

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union

This definition will not apply to the Liability Insurance Section and its Extensions which has Special Definitions

TERRORISM

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

TRANSIT

a journey for the conveyance of property including but not limited to **PERSONAL MONEY**

UNFURNISHED

not having adequate furniture and furnishings for normal living purposes

UNOCCUPIED

not lived in for 35 consecutive days by **YOU** or **YOUR FAMILY** or any other person with **YOUR** permission

VALUABLES

gold and silver articles watches jewellery cups trophies and furs

DEFINITIONS (continued)

VIRUS OR SIMILAR MECHANISM

program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This Definition includes but is not limited to trojan horses worms and logic bombs

WORKMEN

any person persons company firm or organisation which is or are on the **PREMISES** specified in the Schedule for the purpose of carrying out repairs decoration general maintenance and minor alterations to **BUILDINGS** or **GENERAL CONTENTS**

WORKS OF ART

curios objects d'art sculptures carvings paintings pictures and drawings

YOUR FAMILY

YOUR spouse children and any other member of **YOUR** family permanently residing with **YOU**

BUILDINGS INSURANCE SECTION

THE INSURANCE

If **DAMAGE** by any of the **PERILS INSURED** occurs to the **BUILDINGS** described in the Schedule during the Period of Insurance the **INSURERS** will pay to the **INSURED** the amount of loss as stated in the Basis of Settlement

PERILS INSURED

Fire but excluding loss damage or destruction to any property caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating or
(ii) its undergoing any heating process or any process involving the application of heat
- (d) **CONTRACTORS** on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **BUILDINGS** (including any contract under JCT conditions)

Lightning

Explosion

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding loss damage or destruction caused by earthquake or subterranean fire

and the Special Perils below

1 EXPLOSION

excluding loss damage or destruction

- (a) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **INSURED**
- (b) in respect of and originating in any vessel machinery or apparatus or its contents belonging to or under the control of the **INSURED** which requires to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service
- (c) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

2 AIRCRAFT

or other aerial devices or articles dropped therefrom excluding loss damage or destruction by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

3 EARTHQUAKE

4 SUBTERRANEAN FIRE

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

- (i) the **EXCESS** specified in the Schedule*

BUILDINGS INSURANCE SECTION (continued)

PERILS INSURED (continued)

5 RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS MALICIOUS PERSONS

or persons taking part in labour disturbances excluding

- (a) loss damage or destruction arising from confiscation requisition or destruction by order of the government or any other public authority
- (b) loss damage or destruction arising from cessation of work
- (c) as regards damage or destruction (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - (i) loss damage or destruction by theft
 - (ii) loss damage or destruction in respect of any **BUILDINGS** which are **UNFURNISHED** or **UNOCCUPIED**
 - (iii) loss damage or destruction caused by **YOU** or **YOUR FAMILY**
- (d) loss damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not caused by acts of malicious persons which do not involve physical force and violence

6 THEFT OR ATTEMPTED THEFT

excluding loss damage or destruction

- (a) from any **BUILDINGS** which are **UNFURNISHED** or **UNOCCUPIED**
- (b) caused by **YOU** or **YOUR FAMILY**

7 STORM OR TEMPEST

excluding loss damage or destruction

- (a) by
 - (i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
 - (ii) inundation from the seawhether resulting from storm or otherwise
- (b) by frost subsidence ground heave or landslip
- (c) in respect of movable property in the open fences and gates

8 FLOOD

excluding loss damage or destruction

- (a) by frost subsidence ground heave or landslip
- (b) in respect of movable property in the open fences and gates

9 ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE

excluding loss damage or destruction

- (a) by water discharged or leaking from any automatic sprinkler installation
- (b) in respect of any **BUILDINGS** which are **UNFURNISHED** or **UNOCCUPIED**
- (c) caused by mould or toxic mould

10 ESCAPE OF OIL

from any fixed domestic heating installations or oil filled electric radiators excluding loss damage or destruction in respect of any **BUILDINGS** which are **UNFURNISHED** or **UNOCCUPIED**

BUILDINGS INSURANCE SECTION (continued)

PERILS INSURED (continued)

11 IMPACT

by

- (a) any road vehicle train or animal excluding loss damage or destruction by domestic pets
- (b) falling television and/or radio aerials (including satellite dishes) aerial fittings or masts
- (c) falling trees or branches

12 SPRINKLER LEAKAGE

being Accidental Escape of Water from any Automatic Sprinkler Installation in the **PREMISES** not caused by

- (a) freezing whilst the **BUILDINGS** are **UNFURNISHED** or **UNOCCUPIED**
- (b) explosion earthquake subterranean fire or heat caused by fire

13 SUBSIDENCE

being Subsidence Ground Heave or Landslip of any part of the site on which the property stands excluding

- (a) loss damage or destruction to yards car-parks private roads pavements drives patios terraces hard courts footpaths swimming pools tennis courts car ports lean-tos walls gates fences and hedges unless also affecting **BUILDINGS** insured hereby
- (b) loss damage or destruction 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
- (c) loss damage or destruction which originated prior to the inception of this cover
- (d) loss damage or destruction resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) ground works or excavationat the same **PREMISES**
- (e) loss damage or destruction to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the **BUILDINGS** are damaged at the same time
- (f) the **EXCESS** specified in the Schedule

Special Condition

In so far as this insurance relates to **DAMAGE** caused by Subsidence Ground Heave or Landslip there will be no cover under this Peril if the risk of such loss damage or destruction is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by the **INSURERS** in writing.

BUILDINGS INSURANCE SECTION (continued)

PERILS INSURED (continued)

14 ACCIDENTAL DAMAGE

however caused excluding

(1) **DAMAGE** caused by or consisting of

- A. (i) any of the other **PERILS INSURED**
(ii) any of the exclusions to any of the other **PERILS INSURED**
whether insured or not
(iii) faulty or defective designs or materials
(iv) inherent vice latent defect gradual deterioration wear and tear or frost
(v) faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE**
(vi) the bursting of
 - (a) any boiler not used for domestic purposes only
 - (b) any economiser or other vessel machine or apparatus
belonging to or under the control of the **INSURED** in which internal pressure is due to steam only
but this will not exclude subsequent **DAMAGE** which itself results from a cause not otherwise excluded

- B. (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould
marring scratching vermin or insects
(ii) change in temperature colour flavour texture or finish
(iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters
pressure vessels or any range of steam and feed piping
(iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or
equipment in which the breakdown or derangement originates
(v) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or
telecommunication services
but this will not exclude
 - (a) such **DAMAGE** which itself results from other **DAMAGE** and is not otherwise excluded
 - (b) subsequent **DAMAGE** which itself results from a cause not otherwise excluded

- C. normal settlement or bedding down of new structures

- D. disappearance unexplained or inventory shortage misfiling or misplacing of information

- E. **CONTRACTORS** on the **PREMISES** for the purpose of carrying out contract works structural or other substantial
alterations or extensions to **BUILDINGS** (including any contract under JCT conditions)

(2) **DAMAGE**

- A. by wind rain hail sleet snow flood or dust to
 - (i) any moveable property in the open
 - (ii) fences and gates

- B. to any building or structure resulting in its own collapse or cracking unless it results from a **DEFINED PERIL** and
is not otherwise excluded

BUILDINGS INSURANCE SECTION (continued)

PERILS INSURED (continued)

14 ACCIDENTAL DAMAGE (continued)

- C. to the Property Insured
 - (i) by fire caused by its undergoing any process involving the application of heat
 - (ii) resulting from its undergoing any process of production packing treatment testing commissioning servicing cleaning renovation restoration maintenance or repair but this will not apply to any **DAMAGE** caused by a **DEFINED PERIL** and not otherwise excluded

 - D. caused by
 - (i) freezing
 - (ii) escape of water from any tank apparatus or pipe
 - (iii) malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **DAMAGE** by fire or explosion which is not otherwise excluded in any **BUILDING** which is **UNFURNISHED** or **UNOCCUPIED**

 - E. caused by chewing scratching tearing or fouling by domestic pets

 - F. caused by atmospheric conditions action of light or any other gradually operating cause
- (3) **DAMAGE** to
- (i) vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - (ii) property or structures in the course of construction or erection and materials or supplies in connection with all such property
 - (iii) land pavements piers jetties bridges culverts or excavations
 - (iv) livestock growing crops or trees
 - (v) any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not by **HACKING** or by **VIRUS OR SIMILAR MECHANISM**
- (4) direct or indirect consequential loss or damage of any kind or description except loss of rent payable or the reasonable additional costs of comparable alternative accommodation under the Rent and Alternative Accommodation Extension
- (5) the costs of maintenance or normal redecoration

BUILDINGS INSURANCE SECTION - EXTENSIONS

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

1. Septic Tanks and Underground Services

This Section also insures the cost for which the **INSURED** is legally responsible for repair of **DAMAGE** by any of the **PERILS INSURED** to

- (a) septic tanks (including their inspection covers)
- (b) underground services (including pipes cables and covers) extending from the **PREMISES** to the public mains

- (i) *the **EXCESS** specified in the Schedule*

2. Glass and Sanitary ware

This Section also insures the cost of repair or replacement of fixed glass including double glazing sanitary fixtures and fittings ceramic hobs and glass oven doors in the **PREMISES** resulting from **DAMAGE** by any of the **PERILS INSURED**

- (i) *the **EXCESS** specified in the Schedule*
- (ii) ***DAMAGE** while the **PREMISES** is **UNFURNISHED** or **UNOCCUPIED***
- (iii) ***DAMAGE** during removal or installation*

3. Plumbing Installations

This Section also insures the cost of repair of any internal domestic plumbing installations in the **PREMISES** resulting from **DAMAGE** caused by freezing

- (i) *the **EXCESS** specified in the Schedule*
- (ii) ***DAMAGE** while the **PREMISES** is **UNFURNISHED** or **UNOCCUPIED***
- (iii) ***DAMAGE** due to rusting or corrosion*

4. Purchasers Interest

If the **INSURED** has contracted to sell the **PREMISES** during the Period of Insurance and the purchaser has not insured the **PREMISES** before completion of the sale the purchaser will have the benefit of this Section insofar as it relates to the **PREMISES** during the period between exchange of contracts and the date of completion of the sale

- (i) ***DAMAGE** if the purchaser has otherwise insured the **PREMISES***

BUILDINGS INSURANCE SECTION – EXTENSIONS (continued)

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

5. Automatic Reinstatement of Sum(s) Insured

Unless the **INSURERS** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **INSURED** pays the appropriate additional premium and tax

6. Workmen

WORKMEN may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby The **INSURERS** shall not be liable for **DAMAGE** caused by **CONTRACTORS** on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by the **INSURERS** in advance

It is a condition precedent to any liability of the **INSURERS** that when any such work involves the application or generation of heat whether by **CONTRACTORS** or **WORKMEN** or otherwise the **INSURED** shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **DAMAGE**

7. Other Interests

The interest of any freeholder mortgagee or lessor is noted in the Insurance provided by this Section on **BUILDINGS** and in the event of any claim hereunder the nature and extent of any such interest will be disclosed to the **INSURERS**

8. Non Invalidation

The Insurance provided by this Section shall not be invalidated by reason of any act omission or alteration unknown to or beyond the control of the **INSURED** whereby the risk of **DAMAGE** is increased provided that immediately they become aware thereof they shall inform the **INSURERS** in writing and pay an additional premium and tax if required

BUILDINGS INSURANCE SECTION – EXTENSIONS (continued)

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

9. Contractors

Where the **INSURERS** agrees in advance in writing that contract works structural or other substantial alterations or extensions may be carried out by **CONTRACTORS** on the **PREMISES** Fire exclusion (d) shall not apply provided that all precautions conditions and Risk Improvement Requirements imposed by the **INSURERS** are complied with

10. Fixed Signs

This Section also insures the cost of repair or replacement of fixed signs at the **PREMISES** resulting from **DAMAGE** by any of the **PERILS INSURED**

- (i) the **EXCESS** specified in the Schedule
- (ii) any amount in excess of £1,000
- (iii) **DAMAGE** while the **PREMISES** is **UNFURNISHED** or **UNOCCUPIED**
- (iv) **DAMAGE** during removal or installation

11. Trace and Access

The reasonable costs incurred by the **INSURED** with the consent of the **INSURERS** in locating the source of any escape of water from any fixed water tank apparatus or pipe at the **PREMISES** including subsequent repairs to walls floors or ceilings within the **BUILDINGS**

- (i) for any amount in excess of £2,500 any one claim and £5,000 any one Period of Insurance
- (ii) for the cost of repairs to the fixed water tank apparatus or pipe

12. Rent and Alternative Accommodation

This Section also insures additional payments if the **HOME** becomes uninhabitable as a result of **DAMAGE** by any of the **PERILS INSURED** in respect of

- (a) rent which **YOU** are legally liable to pay as tenant
- (b) the reasonable additional costs of comparable alternative accommodation

but only

- (a) in respect of occupation of the accommodation by **YOU** or **YOUR FAMILY** and
- (b) during the period necessary for reinstatement but in no circumstances more than 24 months

- (i) the **EXCESS** specified in the Schedule
- (ii) any amount in excess of 20% of the Sum Insured on **BUILDINGS**

BUILDINGS INSURANCE SECTION – BASIS OF SETTLEMENT

In respect of **BUILDINGS** the **INSURERS** will pay

- A the cost of reinstatement being
- (i) where the property is lost or destroyed the cost of rebuilding
 - (ii) where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new
- B the cost of complying with European Union Legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereinafter called The Stipulations) being such additional cost of reinstatement of the property as may be incurred with the **INSURERS** consent solely by reason of the necessity to comply with The Stipulations first imposed upon the **INSURED** following **DAMAGE** provided that the reinstatement is completed within twelve months of the occurrence of the **DAMAGE** or within such further time as the **INSURERS** may in writing allow
- C the cost of removing debris being the cost incurred with the **INSURERS** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- (i) incurred in removing debris from outside the site of the **PREMISES** at which the **DAMAGE** has occurred other than from the area immediately adjacent to that site
 - (ii) arising from pollution or contamination of property not insured by this Section
- D the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

The undernoted provisions apply

- (1) European Union Legislation or Public Authority requirements
- The **INSURERS** will not be liable for
- (i) requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are excluded from the Insurance)
 - (ii) any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations
 - (iii) any amount in excess of 15% of the Sum Insured of the relevant Item or where the Sum Insured of the relevant Item applies to property at more than one **PREMISES** 15% of the total amount for which the **INSURERS** would have been liable had the property insured by the Item at the **PREMISES** where the **DAMAGE** occurred been wholly destroyed
 - (iv) the cost incurred in complying with The Stipulations for which there is an existing requirement which has to be implemented within a given period
- (2) Partial Damage
- Where **DAMAGE** occurs to only part of the property the **INSURERS** liability will not exceed the amount which the **INSURERS** would have been liable to pay had the property been wholly destroyed
- (3) Reinstatement on Another Site
- The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **INSURED** provided that it does not increase the **INSURERS** liability

BUILDINGS INSURANCE SECTION – BASIS OF SETTLEMENT (continued)

(4) Alternative Basis of Settlement

The **INSURERS** liability will be limited to the Alternative Basis of Settlement (as defined below)

- (i) until the cost of reinstatement has actually been incurred
- (ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- (iii) if at the time of its **DAMAGE** the property is covered by any other insurance effected by or on behalf of the **INSURED** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement A
- (iv) if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **INSURERS** will pay the value of the property at the time of its loss or destruction or the amount of the **DAMAGE** including the cost of

- complying with The Stipulations
- removing debris
- professional fees

as defined in Bases of Settlement B C and D above and subject to the provisions and exceptions applying to those Bases of Settlement

For the purpose of the Underinsurance Provision the Insurable Amount will be the cost of reinstatement at the time of the **DAMAGE** of the Property Insured by the Item and the additional costs B C and D above

General Provision

Underinsurance

Under the Basis of Settlement above if at the time of **DAMAGE** the Sum Insured by the relevant Item on property or interest is less than the Insurable Amount the amount otherwise payable by the **INSURERS** will be proportionately reduced

BUILDINGS INSURANCE SECTION – CONDITIONS

1. Risk Protections

A Automatic Sprinkler and Fire Alarm Installations

- (1) In respect of **DAMAGE** by Fire it is a condition precedent to the liability of the **INSURERS** that in respect of automatic sprinkler and fire alarm installations at the **PREMISES** the **INSURED** will
- (a) take all reasonable steps to prevent freezing of and other **DAMAGE** to the installations and in so far as it is the **INSURED'S** responsibility
 - (i) maintain the installations (including the automatic external alarm signal) in efficient and effective working order
 - (ii) maintain ready access to the water supply control facilities
 - (b) in the event that changes repairs or alterations to the installations are proposed notify **HIUA** in writing and obtain its prior agreement in writing
 - (c) allow the **INSURERS** "or its representatives" access to the **PREMISES** at all reasonable times for the purpose of inspecting the installations
 - (d) carry out routine tests as agreed by the **INSURERS** and remedy promptly any defect revealed by a test
- (2) In the event that alterations or repairs become necessary to the automatic sprinkler installation the **INSURERS** may at its option suspend any cover which is granted against **DAMAGE** by the accidental escape of water from the installation until the alteration or repairs have been carried out and approved by the **INSURERS**

B Fire Extinguishing Appliances

In respect of **DAMAGE** by fire it is a condition precedent to the liability of the **INSURERS** that the **INSURED** will maintain all fire extinguishing appliances in efficient and effective working order

2. Sum Insured

The Sum Insured in respect of any Item under this Section represents and will at all times be maintained by the **INSURED** to represent not less than the cost of reinstatement in the same form size style and condition as when new including the cost of complying with European Union Legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority the cost of removing debris the cost of professional fees and associated costs

3. Matching Sets and Suites

An individual item of a matching set of articles or suite of fitted furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item The **INSURERS** will only pay for individual damaged items and not undamaged companion pieces

4. Designation

Where necessary the Item heading under which any property is insured will be determined by the designation under which such property appears in the **INSURED'S** books

5. Electrical Installations

It is a condition precedent to liability of the Company under all operative sections as stated in this Policy Schedule that the following testing programmes are in place:

- a) A fully certified Institution of Electrical Engineers testing programme based upon the current Edition of the IEE Wiring Regulation and BS7671 on a three or five-year programme as required. A Completion and Inspection Certificate must be issued and signed by a competent person following such inspection
- b) A fully documented portable appliance testing programme suitable for the nature of the appliance used on the Premises and any defects found shall be remedied immediately by a qualified electrician in accordance with IEE regulations.
- c) A copy of each completion and inspection Certificate is retained by You in a permanent record.

CONTENTS INSURANCE SECTION

THE INSURANCE

If **DAMAGE** by any of the **PERILS INSURED** occurs to the **CONTENTS** described in the Schedule whilst in the **PREMISES** during the Period of Insurance the **INSURERS** will pay to the **INSURED** the amount of loss as stated in the Basis of Settlement

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

- (i) the **EXCESS** specified in the Schedule*
- (ii) property more specifically insured*
- (iii) property held for any professional or business purposes other than in connection with **YOUR** business as a Hotel*
- (iv) personal effects of paying guests in excess of £1,000 per guest*
- (v) motor vehicles (other than domestic gardening machines) watercraft (other than hand or foot propelled craft sailboards or surfboards) caravans hovercraft or aircraft or their respective accessories*
- (vi) livestock and pets*
- (vii) **VALUABLES***
- (viii) **WORKS OF ART***
- (ix) **COLLECTIONS***
- (x) **PERSONAL MONEY***
- (xi) **CREDIT CARDS***
- (xii) securities and documents of any kind*

PERILS INSURED

Fire but excluding loss damage or destruction to any property caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating or
(ii) its undergoing any heating process or any process involving the application of heat
- (d) **CONTRACTORS** on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **BUILDINGS** (including any contract under JCT conditions)

Lightning

Explosion

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding loss damage or destruction caused by earthquake or subterranean fire

and the Special Perils below

1 EXPLOSION

excluding loss damage or destruction

- (a) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **INSURED**

CONTENTS INSURANCE SECTION (continued)

PERILS INSURED (continued)

1 EXPLOSION (continued)

- (b) in respect of and originating in any vessel machinery or apparatus or its contents belonging to or under the control of the **INSURED** which requires to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service
- (c) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

2 AIRCRAFT

or other aerial devices or articles dropped there from excluding loss damage or destruction by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

3 EARTHQUAKE

4 SUBTERRANEAN FIRE

5 RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS MALICIOUS PERSONS

or persons taking part in labour disturbances excluding

- (a) loss damage or destruction arising from confiscation requisition or destruction by order of the government or any other public authority
- (b) loss damage or destruction arising from cessation of work
- (c) as regards damage or destruction (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - (i) loss damage or destruction by theft
 - (ii) loss damage or destruction in respect of any **BUILDINGS** which are **UNFURNISHED** or **UNOCCUPIED**
 - (iii) loss damage or destruction caused by **YOU** or **YOUR FAMILY**
- (d) loss damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not caused by acts of malicious persons which do not involve physical force and violence

6 THEFT OR ATTEMPTED THEFT

excluding loss damage or destruction

- (a) by deception unless deception is only used to gain entry to the **HOME**
- (b) occurring while the **HOME** or any part is lent or let or directly communicates with any part used for business purposes unless involving forcible and violent entry to or exit from the **BUILDINGS** other than during any period where the **HOME** is occupied by paying guests whilst being used as a Hotel
- (c) from any **BUILDINGS** which are **UNFURNISHED** or **UNOCCUPIED**
- (d) from the open or any outbuilding
- (e) caused by **YOU** or **YOUR FAMILY**

CONTENTS INSURANCE SECTION (continued)

PERILS INSURED (continued)

7 STORM OR TEMPEST

excluding loss damage or destruction

- (a) by
 - (i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
 - (ii) inundation from the seawhether resulting from storm or otherwise
- (b) by frost subsidence ground heave or landslip
- (c) in respect of movable property in the open fences and gates

8 FLOOD

excluding loss damage or destruction

- (a) by frost subsidence ground heave or landslip
- (b) in respect of movable property in the open fences and gates

9 ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE

excluding loss damage or destruction

- (a) by water discharged or leaking from any automatic sprinkler installation
- (b) in respect of any **BUILDINGS** which are **UNFURNISHED** or **UNOCCUPIED**
- (c) caused by mould or toxic mould

10 ESCAPE OF OIL

from any fixed domestic heating installations or oil filled electric radiators excluding loss damage or destruction in respect of any **BUILDINGS** which are **UNFURNISHED** or **UNOCCUPIED**

11 IMPACT

by

- (a) any road vehicle train or animal excluding loss damage or destruction by domestic pets
- (b) falling television and/or radio aerials (including satellite dishes) aerial fittings or masts
- (c) falling trees or branches

12 SPRINKLER LEAKAGE

being Accidental Escape of Water from any Automatic Sprinkler Installation in the **PREMISES** not caused by

- (a) freezing whilst the **BUILDINGS** are **UNFURNISHED** or **UNOCCUPIED**
- (b) explosion earthquake subterranean fire or heat caused by fire

13 SUBSIDENCE

being Subsidence Ground Heave or Landslip of any part of the site on which the property stands excluding

- (a) loss damage or destruction to yards car-parks private roads pavements drives patios terraces hard courts footpaths swimming pools tennis courts car ports lean-tos walls gates fences and hedges unless also affecting **BUILDINGS** insured hereby

CONTENTS INSURANCE SECTION (continued)

PERILS INSURED (continued)

13 SUBSIDENCE (continued)

- (b) loss damage or destruction 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
- (c) loss damage or destruction which originated prior to the inception of this cover
- (d) loss damage or destruction resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) ground works or excavationat the same **PREMISES**
- (e) loss damage or destruction to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the **BUILDINGS** are damaged at the same time
- (f) the **EXCESS** specified in the Schedule

Special Condition

In so far as this insurance relates to **DAMAGE** caused by Subsidence Ground Heave or Landslip there will be no cover under this Peril if the risk of such loss damage or destruction is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by the **INSURERS** in writing

14 ACCIDENTAL DAMAGE

however caused excluding

- (1) **DAMAGE** caused by or consisting of
 - A.
 - (i) any of the other **PERILS INSURED**
 - (ii) any of the exclusions to any of the other **PERILS INSURED**
whether insured or not
 - (iii) faulty or defective designs or materials
 - (iv) inherent vice latent defect gradual deterioration wear and tear or frost
 - (v) faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE**
 - (vi) the bursting of
 - (a) any boiler not used for domestic purposes only
 - (b) any economiser or other vessel machine or apparatus
belonging to or under the control of the **INSURED** in which internal pressure is due to steam only
but this will not exclude subsequent **DAMAGE** which itself results from a cause not otherwise excluded
 - B.
 - (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould
marring scratching vermin or insects
 - (ii) change in temperature colour flavour texture or finish
 - (iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers super heaters
pressure vessels or any range of steam and feed piping

CONTENTS INSURANCE SECTION (continued)

PERILS INSURED (continued)

14 ACCIDENTAL DAMAGE (continued)

- (iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 - (v) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services
 - but this will not exclude
 - (a) such **DAMAGE** which itself results from other **DAMAGE** and is not otherwise excluded
 - (b) subsequent **DAMAGE** which itself results from a cause not otherwise excluded
 - C. normal settlement or bedding down of new structures
 - D. disappearance unexplained or inventory shortage misfiling or misplacing of information
 - E. **CONTRACTORS** on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **BUILDINGS** (including any contract under JCT conditions)
- (2) **DAMAGE**
- A. by wind rain hail sleet snow flood or dust to
 - (i) any moveable property in the open
 - (ii) fences and gates
 - B. to any building or structure resulting in its own collapse or cracking unless it results from a **DEFINED PERIL** and is not otherwise excluded
 - C. to the Property Insured
 - (i) by fire caused by its undergoing any process involving the application of heat
 - (ii) resulting from its undergoing any process of production packing treatment testing commissioning servicing cleaning dyeing renovation restoration maintenance or repair but this will not apply to any **DAMAGE** caused by a **DEFINED PERIL** and not otherwise excluded
 - D. whilst any **BUILDING** is **UNFURNISHED** or **UNOCCUPIED**
 - E. caused by chewing scratching tearing or fouling by domestic pets
 - F. caused by atmospheric conditions action of light or any other gradually operating cause
- (3) **DAMAGE** to
- (i) vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - (ii) property or structures in the course of construction or erection and materials or supplies in connection with all such property
 - (iii) land pavements piers jetties bridges culverts or excavations
 - (iv) livestock growing crops or trees

CONTENTS INSURANCE SECTION (continued)

PERILS INSURED (continued)

14 ACCIDENTAL DAMAGE (continued)

- (v) any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not by **HACKING** or by **VIRUS OR SIMILAR MECHANISM**
 - (vii) clothing **SPORTS EQUIPMENT** or **PERSONAL MONEY**
 - (viii) brittle articles with an individual value exceeding £500
- (4) direct or indirect consequential loss or damage of any kind or description except loss of rent payable or the reasonable additional costs of comparable alternative accommodation under the Rent and Alternative Accommodation Extension
- (5) the costs of maintenance or normal redecoration

CONTENTS INSURANCE SECTION - EXTENSIONS

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

1. VALUABLES WORKS OF ART or COLLECTIONS

This Section also insures **DAMAGE** by any of the **PERILS INSURED** to **VALUABLES WORKS OF ART** or **COLLECTIONS** belonging to or the responsibility of **YOU** or **YOUR FAMILY** whilst in the **HOME**

- (i) the **EXCESS** specified in the Schedule*
- (ii) any one item or collection with a value in excess of 5% of the Sum Insured on **CONTENTS** or £2,000 whichever is the less*
- (iii) in the aggregate any amount in excess of 25% of the sum insured for **CONTENTS***

2. Goods in TRANSIT

This Section also insures **DAMAGE** to **CONTENTS** anywhere within the territories stated in (1) of the **TERRITORIAL LIMITS** by any conveyance operated by the **INSURED** or by post or courier service

- (i) the **EXCESS** specified in the Schedule*
- (ii) any amount in excess of £2,000*
- (iii) for theft from an unattended conveyance unless all doors windows and other openings are closed properly fastened and locked and any immobiliser cut out steering lock and alarm is correctly set to operate and in respect of theft occurring after the last **TRANSIT** of the day has ceased the conveyance is housed in a securely locked building or guarded security compound*
- (iv) **DAMAGE** to **PERSONAL POSSESSIONS***

3. Replacement of Locks

This Section also insures the cost incurred in replacing locks or the lock mechanism following theft of keys to the locks of

- (i) the external doors of the **HOME***
- (ii) any alarm systems or domestic safe fitted in the **HOME***

- (i) the **EXCESS** specified in the Schedule*
- (ii) any amount in excess of £1,000*

4. CONTENTS in the open or in locked outbuildings

This Section also insures **DAMAGE** by any of the **PERILS INSURED** to **CONTENTS** whilst in the open or in locked outbuildings within the boundaries of the land belonging to the **HOME**

- (i) the **EXCESS** specified in the Schedule*
- (ii) any **DAMAGE** to **COMPUTER EQUIPMENT** wines spirits cigarettes & tobacco*
- (iii) any amount in excess of £1,000*

CONTENTS INSURANCE SECTION – EXTENSIONS (continued)

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

5. Documents

This Section also insures **DAMAGE** by any of the **PERILS INSURED** to deeds bonds securities or similar private documents whilst in the **HOME** or lodged with **YOUR** Building Society Bank or solicitor but only for their value as stationery and the cost of clerical labour expended in reproducing or writing up such documents

- (i) the **EXCESS** specified in the Schedule*
- (ii) any amount in excess of £250*
- (iii) negotiable securities or bonds*

6. Metered Water and Oil

This Section also insures

- (i) the cost incurred by **YOU** as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking Company following **DAMAGE** by any of the **PERILS INSURED** to water apparatus after the point of the service feed to the **HOME***
- (ii) the cost of oil lost from domestic heating installations following **DAMAGE** by any of the **PERILS INSURED***

- (i) the **EXCESS** specified in the Schedule*
- (ii) any amount in excess of £5,000*
- (iii) **DAMAGE** while the **HOME** is **UNFURNISHED** or **UNOCCUPIED***
- (iv) any **DAMAGE** not discovered within 180 days*

7. Fatal Injury

This Section also insures bodily injury to **YOU** or **YOUR** spouse by fire or assault by thieves in the **HOME** which independently of any other cause results in death within twelve months of such injury

- (i) the **EXCESS** specified in the Schedule*
- (ii) any amount in excess of £5,000*

8. Deep Freezer Contents

This Section also insures **DAMAGE** to food in a domestic deep freezer in the **HOME** caused by

- (i) a rise or fall in temperature as a result of accidental breakdown*
- (ii) accidental escape of refrigerant or refrigerant fumes*
- (iii) accidental failure of the supply of electricity*

- (i) the **EXCESS** specified in the Schedule*
- (ii) any deliberate act or neglect by **YOU** or **YOUR FAMILY***
- (iii) failure of the supply of electricity as a direct or indirect consequence of a deliberate act including strike action by the supply authority or their employees*

CONTENTS INSURANCE SECTION – EXTENSIONS (continued)

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

9. Television and Audio Equipment

This Section also insures **ACCIDENTAL DAMAGE** to

- (i) televisions radios home computers video recorders and audio equipment in the **HOME**
- (ii) receiving aerials including satellite dishes fixed to the buildings of the **HOME**

- (i) the **EXCESS** specified in the Schedule
- (ii) articles designed to be portable
- (iii) discs records cassettes tapes or loss or erasure of recordings
- (iv) wear and tear or other gradually operating cause electrical or computer defect leakage cut out or mechanical derangement breakdown or fault
- (v) **DAMAGE** caused by cleaning repair or use contrary to manufacturers' instructions
- (vi) **DAMAGE** caused during removal or installation
- (vii) **DAMAGE** while the **HOME** is **UNFURNISHED** or **UNOCCUPIED**

10. Mirrors and Glass

This Section also insures the cost of repair or replacement of mirrors glass tops to furniture fixed glass in furniture ceramic hobs and glass oven doors in the **HOME** resulting from accidental breakage

- (i) the **EXCESS** specified in the Schedule
- (ii) **DAMAGE** while the **HOME** is **UNFURNISHED** or **UNOCCUPIED**
- (iii) **DAMAGE** during removal or installation

11. CONTENTS Temporarily Removed

This Section also insures **DAMAGE** to **CONTENTS** by any of the **PERILS INSURED** whilst temporarily

- (i) in any bank or safe deposit or in any occupied residence or building where **YOU** or **YOUR FAMILY** are residing employed or carrying on business in the United Kingdom
- (ii) elsewhere in the United Kingdom (or in **TRANSIT** in those territories)

- (i) the **EXCESS** specified in the Schedule
- (ii) any amount in excess of 15% of the Sum Insured on **CONTENTS**
- (iii) **DAMAGE** by Storm Tempest Flood Malicious Persons or vandals to property not within a building
- (iv) **DAMAGE** by Theft unless involving forcible and violent entry to or exit from a building
- (v) **DAMAGE** whilst any property is removed for sale exhibition or to a furniture depository

12. Household Removal

This Section also insures **DAMAGE** to **CONTENTS** by any of the **PERILS INSURED** whilst in direct **TRANSIT** from the **HOME** for permanent removal to another within the United Kingdom carried out by professional removal contractors including loading and unloading and whilst temporarily kept on the removal vehicle overnight during **TRANSIT**

- (i) the **EXCESS** specified in the Schedule
- (ii) breakage of glass china earthenware or similar brittle articles unless such property is packed by professional packers
- (iii) denting bruising or scratching of furniture and the like

CONTENTS INSURANCE SECTION – EXTENSIONS (continued)

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

13. Tenants Liability

This Section also insures **DAMAGE** for which **YOU** are legally liable as tenant

- (i) to the structure of the **HOME** including structural fixtures and fittings and internal decorations caused by any of the **PERILS INSURED**
- (ii) to drains pipes cables and underground tanks (including their inspection covers) providing services to and extending from the **HOME** to the public mains supply caused by any of the **PERILS INSURED**
- (iii) to fixed glass including double glazing sanitary fixtures and fittings ceramic hobs and glass oven doors in the **HOME** resulting from accidental breakage

- (i) the **EXCESS** specified in the Schedule
- (ii) any amount in excess of 20% of the Sum Insured on

CONTENTS

- (iii) **DAMAGE** while the **HOME** is **UNFURNISHED** or **UNOCCUPIED**
- (iv) **DAMAGE** caused by any willful or malicious act by **YOU** or **YOUR FAMILY**
- (v) **DAMAGE** during removal or installation

14. Automatic Reinstatement of Sum(s) Insured

Unless the **INSURERS** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **INSURED** pays the appropriate additional premium and tax

15. Workmen

WORKMEN may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby The **INSURERS** shall not be liable for **DAMAGE** caused by **CONTRACTORS** on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by the **INSURERS** in advance

It is a condition precedent to any liability of the **INSURERS** that when any such work involves the application or generation of heat whether by **CONTRACTORS** or **WORKMEN** or otherwise the **INSURED** shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **DAMAGE**

CONTENTS INSURANCE SECTION – EXTENSIONS (continued)

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

16. Non Invalidation

The Insurance provided by this Section shall not be invalidated by reason of any act omission or alteration unknown to or beyond the control of the **INSURED** whereby the risk of **DAMAGE** is increased provided that immediately they become aware thereof they shall inform the **INSURERS** in writing and pay an additional premium and tax if required

17. Contractors

Where the **INSURERS** agrees in advance in writing that contract works structural or other substantial alterations or extensions may be carried out by **CONTRACTORS** on the **PREMISES** Fire exclusion (d) shall not apply provided that all precautions conditions and Risk Improvement Requirements imposed by the **INSURERS** are complied with

18. Rent and Alternative Accommodation

This Section also insures additional payments if the **HOME** becomes uninhabitable as a result of **DAMAGE** by any of the **PERILS INSURED** in respect of

- (a) rent which **YOU** are legally liable to pay as tenant
- (b) the reasonable additional costs of comparable alternative accommodation

but only

- (a) in respect of occupation of the accommodation by **YOU** or **YOUR FAMILY** and
- (b) during the period necessary for reinstatement but in no circumstances more than 24 months

- (i) *the **EXCESS** specified in the Schedule*
- (ii) *any amount in excess of 20% of the Sum Insured on **CONTENTS***

CONTENTS INSURANCE SECTION – BASIS OF SETTLEMENT

1. In respect of **CONTENTS** (other than computer records documents manuscripts and business books business stock and materials in trade wines spirits cigarettes and tobacco) the **INSURERS** will pay

- A the cost of reinstatement being
- (i) where the property is lost or destroyed the cost of its replacement by similar property as new
 - (ii) where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new without deduction for wear and tear or depreciation except where any item of household linen or clothing is in excess of 2 years old in which event the **INSURERS** will at its option pay the cost of replacement or repair less a deduction for wear and tear or depreciation
- B the cost of complying with European Union Legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereinafter called The Stipulations) being such additional cost of reinstatement of the property as may be incurred with the **INSURERS** consent solely by reason of the necessity to comply with The Stipulations first imposed upon the **INSURED** following **DAMAGE** provided that the reinstatement is completed within twelve months of the occurrence of the **DAMAGE** or within such further time as the **INSURERS** may in writing allow
- C the cost of removing debris being the cost incurred with the **INSURERS** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- (i) incurred in removing debris from outside the site of the **PREMISES** at which the **DAMAGE** has occurred other than from the area immediately adjacent to that site
 - (ii) arising from pollution or contamination of property not insured by this Section
- D the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

The undernoted provisions apply

- (1) European Union Legislation or Public Authority requirements
The **INSURERS** will not be liable for
- (i) requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are excluded from the Insurance)
 - (ii) any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations
 - (iii) any amount in excess of 15% of the Sum Insured of the relevant Item or where the Sum Insured of the relevant Item applies to property at more than one **PREMISES** 15% of the total amount for which the **INSURERS** would have been liable had the property insured by the Item at the **PREMISES** where the **DAMAGE** occurred been wholly destroyed
 - (iv) the cost incurred in complying with The Stipulations for which there is an existing requirement which has to be implemented within a given period
- (2) Partial Damage
Where **DAMAGE** occurs to only part of the property the **INSURERS** liability will not exceed the amount which the **INSURERS** would have been liable to pay had the property been wholly destroyed

CONTENTS INSURANCE SECTION – BASIS OF SETTLEMENT (continued)

(3) Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **INSURED** provided that it does not increase the **INSURERS** liability

(4) Alternative Basis of Settlement

The **INSURERS** liability will be limited to the Alternative Basis of Settlement (as defined below)

- (i) until the cost of reinstatement has actually been incurred
- (ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- (iii) if at the time of its **DAMAGE** the property is covered by any other insurance effected by or on behalf of the **INSURED** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1A
- (iv) if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **INSURERS** will pay the value of the property at the time of its loss or destruction or the amount of the **DAMAGE** including the cost of

- complying with The Stipulations
- removing debris
- professional fees

as defined in Bases of Settlement 1B C and D above and subject to the provisions and exceptions applying to those Bases of Settlement

For the purpose of the Underinsurance Provision the Insurable Amount will be the cost of replacement by similar property as defined in Basis of Settlement 1A at the time of the **DAMAGE** of the Property Insured by the Item and the additional costs 1B C and D above

2. In respect of computer records documents manuscripts and business books the **INSURERS** will pay

- (i) the value of the materials as stationery
- (ii) for the clerical labour and computer time expended in reproducing such computer records or writing up such documents
- (iii) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded but excluding the value to the **INSURED** of the information on or in such computer records documents manuscripts and business books and subject to the **INSURERS** liability not exceeding the limit stated in the definition of **CONTENTS** or the Sum Insured whichever is the less

3. In respect of business stock and materials in trade wines spirits cigarettes and tobacco and other insured property not specifically provided for the **INSURERS** will pay

the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris as defined in Basis of Settlement 1C

CONTENTS INSURANCE SECTION – BASIS OF SETTLEMENT (continued)

The undernoted provisions apply

(i) **Contract Price**

In respect only of goods sold but not delivered for which the **INSURED** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any **DAMAGE** insured either wholly or to the extent of the **DAMAGE** the **INSURERS** liability will be based on the contract price

(ii) **Insurable Amount**

For the purpose of the Underinsurance Provision the Insurable Amount is the contract price of those goods to which provision 3 (i) applies and the value at the time of **DAMAGE** to all other property

General Provision

Underinsurance

Under the Basis of Settlement above if at the time of **DAMAGE** the Sum Insured by the relevant Item on property or interest is less than the Insurable Amount the amount otherwise payable by the **INSURERS** will be proportionately reduced

CONTENTS INSURANCE SECTION – CONDITIONS

1. Risk Protections

A Automatic Sprinkler and Fire Alarm Installations

- (1) In respect of **DAMAGE** by Fire it is a condition precedent to the liability of the **INSURERS** that in respect of automatic sprinkler and fire alarm installations at the **PREMISES** the **INSURED** will
 - (a) take all reasonable steps to prevent freezing of and other **DAMAGE** to the installations and in so far as it is the **INSUREDS** responsibility
 - (i) maintain the installations (including the automatic external alarm signal) in efficient and effective working order
 - (ii) maintain ready access to the water supply control facilities
 - (b) in the event that changes repairs or alterations to the installations are proposed notify **HIUA** in writing and obtain its prior agreement in writing
 - (c) allow the **INSURERS** "or its representatives" access to the **PREMISES** at all reasonable times for the purpose of inspecting the installations
 - (d) carry out routine tests as agreed by the **INSURERS** and remedy promptly any defect revealed by a test
- (2) In the event that alterations or repairs become necessary to the automatic sprinkler installation the **INSURERS** may at its option suspend any cover which is granted against **DAMAGE** by the accidental escape of water from the installation until the alteration or repairs have been carried out and approved by the **INSURERS**

B Fire Extinguishing Appliances

In respect of **DAMAGE** by fire it is a condition precedent to the liability of the **INSURERS** that the **INSURED** will maintain all fire extinguishing appliances in efficient and effective working order

2. Sum Insured

The Sum Insured in respect of any Item under this Section represents and will at all times be maintained by the **INSURED** to represent not less than the cost of reinstatement or the value of the property as defined in the Basis of Settlement

3. Matching Sets and Suites

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item. The **INSURERS** will only pay for individual damaged items and not undamaged companion pieces

4. Designation

Where necessary the Item heading under which any property is insured will be determined by the designation under which such property appears in the **INSUREDS** books

5. Electrical Installations

It is a condition precedent to liability of the Company under all operative sections as stated in this Policy Schedule that the following testing programmes are in place:

- a) A fully certified Institution of Electrical Engineers testing programme based upon the current Edition of the IEE Wiring Regulation and BS7671 on a three or five-year programme as required. A Completion and Inspection Certificate must be issued and signed by a competent person following such inspection
- b) A fully documented portable appliance testing programme suitable for the nature of the appliance used on the Premises and any defects found shall be remedied immediately by a qualified electrician in accordance with IEE regulations.
- c) A copy of each completion and inspection Certificate is retained by You in a permanent record.

PERSONAL MONEY INSURANCE SECTION

The **PERSONAL MONEY** Insurance Section is operative only if the Contents Insurance Section is shown as being operative in the Schedule

THE INSURANCE

The **INSURERS** will indemnify the **INSURED** up to the Limits of Liability stated in the Schedule for **DAMAGE** to

- 1 Crossed cheques crossed Giro cheques crossed money orders crossed bankers drafts crossed warrants National Savings Certificates Premium Bonds unexpired units in postal franking machines credit or debit card sale vouchers VAT invoices
- 2 Other **PERSONAL MONEY**
 - A in the **PREMISES**
 - 1 during **BUSINESS HOURS**
 - 2 in locked safe or strong rooms detailed in the Schedule out of **BUSINESS HOURS**
 - 3 in all other locked safes or Strong rooms out of **BUSINESS HOURS**
 - 4 not in locked safe or strong room out of **BUSINESS HOURS**
 - B not in the **PREMISES** whilst
 - 1 in **TRANSIT**
 - (a) in the custody of **YOU** an adult member of **YOUR FAMILY** any **DIRECTOR PARTNER** or authorised **EMPLOYEE**
 - (b) in the custody of a specialist security carrier
 - 2 in a night bank safe
 - 3 at the residence of any **DIRECTOR PARTNER** or authorised **EMPLOYEE**
 - (a) in a locked safe
 - (b) otherwise

SECTION EXCLUSIONS

These apply in addition to the General Exclusions

*In addition to the **EXCESS** of £150 the **INSURERS** will not be liable for*

- (a) any **DAMAGE** not within the territories stated in (1) of the **TERRITORIAL LIMITS**
- (b) depreciation shortages errors omissions or direct or indirect consequential loss of any kind
- (c) **DAMAGE** arising from theft fraud or dishonesty of a **DIRECTOR PARTNER** or **EMPLOYEE**
 - (i) not discovered within seven working days of the event
 - (ii) insured by a fidelity guarantee insurance
- (d) **DAMAGE** from any unattended vehicle
- (e) **DAMAGE** from any coin operated machine
- (f) **DAMAGE** due to the use of counterfeit **PERSONAL MONEY**

PERSONAL MONEY INSURANCE SECTION – EXTENSIONS

THE INSURANCE

This Section also insures **DAMAGE** to

SECTION EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **INSURERS** will not be liable for*

1. Safes and Strong rooms

Safes strong rooms or franking machines or containers used for the carriage or safety of **PERSONAL MONEY** arising from theft or attempted theft

2. Clothing and Personal Effects

Clothing and personal effects of **YOU YOUR FAMILY** or any **DIRECTOR PARTNER** or **EMPLOYEE** arising from robbery or attempted robbery

(i) any amount in excess of £500

3. CREDIT CARDS

CREDIT CARDS belonging to **YOU** or **YOUR FAMILY** whilst in the **PREMISES**

(i) any amount in excess of £500

*(ii) any amount if the **CREDIT CARD** Conditions have not been complied with*

PERSONAL MONEY INSURANCE SECTION - CONDITIONS

These apply in addition to the General Terms and Conditions

1. Aggregation

The aggregate liability of the **INSURERS** in respect of any one loss under this Section or other Policy or Policies issued by the **INSURERS** will not exceed the Limits of Liability shown in the Schedule or any other stated Limit of Liability

2. Protective Devices

It is a condition precedent to the liability of the **INSURERS** that whenever

- (1) the **HOME** is left unattended
 - (i) all locks bolts and other protective devices are in full operation
 - (ii) all keys including those relating to safes or strong rooms and notes of combination locks to safes or strong rooms are removed from the **PREMISES**

- (2) any room containing **PERSONAL MONEY** is left unattended during **BUSINESS HOURS**
 - (i) the room is fully locked
 - (ii) all **PERSONAL MONEY** in excess of £250 is placed in a locked safe
 - (iii) all keys including those relating to safes or strong rooms and notes of combination locks to safes or strong rooms are kept in the custody of the person responsible for the **PERSONAL MONEY**

3. PERSONAL MONEY in Safe

An accurate record of all **PERSONAL MONEY** in each safe or strong room will be kept in a secure place away from the said safes or strong rooms

4. Personal Carrying Limit

Whenever the amount of **PERSONAL MONEY** (other than as described in Item 1) in **TRANSIT** exceeds the Personal Carrying Limit as stated in the Schedule all notes will be carried on the person of able bodied adults and the **INSURERS** liability will not exceed the Personal Carrying Limit in respect of any one person

PERSONAL INJURY (ROBBERY) INSURANCE SECTION

The Personal Injury (Robbery) Insurance Section is operative only if the Personal Money Insurance Section is shown as being operative in the Schedule

THE INSURANCE

If **YOU** a member of **YOUR FAMILY** a **DIRECTOR PARTNER** or **EMPLOYEE** sustains accidental bodily injury as a direct result of robbery or attempted robbery during the Period of Insurance in the course of the **BUSINESS** which independently of any other cause results in death or disablement occurring within 12 months of such injury then the **INSURERS** will pay to **YOU YOUR FAMILY** member **DIRECTOR PARTNER** or **EMPLOYEE** the Benefit specified below

Benefits

- 1 Death
£10,000
- 2 Amputation or paralysis at or above the wrist or ankle of one or more hands or feet
£10,000
- 3 Total irrecoverable loss of all sight in one or both eyes
£10,000
- 4 Permanent total disablement caused either than by loss of limb or sight which has lasted for at least twelve months and will in all probability entirely prevent the Insured Person from engaging in their usual occupation
£10,000
- 5 Temporary total disablement from engaging in the usual occupation for a maximum of 104 weeks
£100 per week (payable monthly)

SECTION EXCLUSIONS

These apply in addition to the General Exclusions

*The **INSURERS** will not be liable for*

- (a) *injury to any person who at the time of sustaining injury is under 16 or over 70 years of age*
- (b) *injury which is in any way brought about by or with the collusion of **YOU YOUR FAMILY DIRECTOR PARTNER** or **EMPLOYEE***
- (c) *injury which is in any way brought about by or about by any drugs or intoxication or by any existing physical defect or infirmity unless this has been notified to the **INSURERS** and accepted in writing*
- (d) *any amount in excess of £10,000 under Benefits 1 to 4 in respect of any person*

PERSONAL INJURY (ROBBERY) INSURANCE SECTION - CONDITIONS

These apply in addition to the General Terms and Conditions

1. Payment of Benefit

- (a) No payment under Benefits 1 to 3 will be made until the total amount due in respect of any one injury has been ascertained
- (b) Not more than one of the Benefits 1 to 3 will be payable and any amount paid or payable under Benefit 4 in respect of the same occurrence will be deducted from the amount payable under Benefits 1 2 or 3
- (c) The receipt of the person entitled to Benefit or his or her legal personal representatives will in all cases be an effectual discharge to the **INSURERS**
- (d) No Benefit payable will carry interest

2. Medical Examinations

The injured person will at his or her own expense furnish all certificates and information in such form and of such nature as the **INSURERS** may reasonably prescribe and as often as required by the **INSURERS** submit to medical examination on behalf of the **INSURERS** at its own expense in respect of any bodily injury sustained

The **INSURERS** will in the event of the death of such person be entitled to a post-mortem examination at its own expense

3. Sickness or Disease

For the purpose of this Section accidental bodily injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

PERSONAL POSSESSIONS INSURANCE SECTION

THE INSURANCE

If **DAMAGE** occurs to **PERSONAL POSSESSIONS** during the Period of Insurance whilst anywhere within the **TERRITORIAL LIMITS** or for a period not exceeding 60 days in any one Period of Insurance elsewhere in the World the **INSURERS** will pay to the **INSURED** the amount of loss as stated in the Basis of Settlement

Provided that the liability of the **INSURERS** in respect of **CREDIT CARDS** will not exceed **YOUR** financial loss resulting directly from the misuse of **YOUR CREDIT CARDS** by any unauthorised person

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

- (i) the **EXCESS** specified in the Schedule*
- (ii) property more specifically insured*
- (iii) property held or used for any professional or business purposes other than in connection with **YOUR** business as a Hotel*
- (iv) loss from any unattended motor vehicle unless the vehicle has in full and effective operation all security devices and all doors windows and boot or hatchback are closed and securely locked*
- (v) **DAMAGE** to any article or pair or set of articles with a value in excess of that specified in the Schedule*
- (vi) **DAMAGE** caused by*
 - (a) Riot Civil Commotion or Strikes outside the **TERRITORIAL LIMITS***
 - (b) wear and tear (but not as a result of wear and tear to a clasp or setting or the like) deterioration corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching moths vermin insects atmospheric conditions action of light or any other gradually operating cause*
 - (c) any process of cleaning dyeing repairing restoring or maintenance*
 - (d) overwinding or mechanical electrical or computer breakdown failure or derangement*
 - (e) misuse or use contrary to manufacturers' instructions or interference with any component part*
 - (f) confiscation detention or seizure by customs or other public officials or authorities*
- (vii) **DAMAGE** to*
 - (a) contact or corneal lenses*
 - (b) securities and documents of any kind*
 - (c) **SPORTS EQUIPMENT** whilst in use*
 - (d) **PERSONAL MONEY***
 - (1) caused by shortages due to error omission or depreciation in value*
 - (2) where any loss is not reported to the Police immediately upon discovery*

PERSONAL POSSESSIONS INSURANCE SECTION (continued)

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

*(vii) **DAMAGE** to (continued)*

*(e) **CREDIT CARDS***

- (1) where the loss of such cards is not reported to the Police and the card issuing authority within 24 hours of discovery*
- (2) involving financial losses after the card issuing authority have been notified*

(f) pedal cycles

- (1) by theft if such property is left unattended anywhere other than at the **HOME** unless the pedal cycle is immobilised by a security device*
- (2) whilst being used or practising for racing pacemaking or time trials*

(g) camping equipment vehicles cycles (other than insured by this Section) aircraft or animals

(h) watercraft

- (1) with a value in excess of £2500*
- (2) for any **DEFINED PERIL** other than Fire or Theft*
- (3) whilst in use*
- (4) unless within the **BUILDINGS** or securely locked compound*
- (5) powered by an engine whether electrical or mechanical*

(viii) any amount in excess of £2,500 for any one item or collection unless specified in the Schedule

PERSONAL POSSESSIONS INSURANCE SECTION – BASIS OF SETTLEMENT

In respect of **PERSONAL POSSESSIONS** the **INSURERS** will pay

the cost of reinstatement being

- (i) where the property is lost or destroyed the cost of its replacement by similar property as new
- (ii) where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new

without deduction for wear and tear or depreciation except where any item of clothing is in excess of 2 years old or where any pedal cycle is in excess of 5 years old in which event the **INSURERS** will at its option pay the cost of replacement or repair of such property less a deduction for wear and tear or depreciation

The undernoted provision applies

Partial Damage

Where **DAMAGE** occurs to only part of the property the **INSURERS** liability will not exceed the amount which the **INSURERS** would have been liable to pay had the property been wholly destroyed

For the purpose of the Underinsurance Provision the Insurable Amount will be the cost of replacement by similar property as defined above at the time of the **DAMAGE** of the Property Insured by the Item

General Provision

Underinsurance

Under the Basis of Settlement above if at the time of **DAMAGE** the Sum Insured by the relevant Item on property or interest is less than the Insurable Amount the amount otherwise payable by the **INSURERS** will be proportionately reduced

PERSONAL POSSESSIONS INSURANCE SECTION – CONDITIONS

1. Proof of Value

In the event of **DAMAGE** to any one article or pair or set of articles where the value exceeds £2,500 it is a condition precedent to any liability of the **INSURERS** under this Policy that a valuation or other such proof if not already held by the **INSURERS** and not greater than 5 years old be produced by **YOU** before any payment is made

2. Limitation of Loss from Motor Vehicles

The liability of the **INSURERS** following **DAMAGE** arising out of any one occurrence in respect of property left in an unattended motor vehicle will not exceed £1,000

BUSINESS INTERRUPTION INSURANCE SECTION

The Business Interruption Insurance Section is operative only if the Contents Insurance Section is shown as being operative in the Schedule

DEFINITIONS (for the purpose of this Section only)

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section

ACCOMMODATION CHARGES

the money paid or payable to the **INSURED** in the course of the **BUSINESS** less the net cost of consumable goods

BUSINESS

the provision of Hotel accommodation

INDEMNITY PERIOD

the period beginning when the **DAMAGE** occurs and ending when the results of the **BUSINESS** cease to be affected by the **DAMAGE** but not later than 24 months after such **DAMAGE** occurs

NOTIFIABLE HUMAN DISEASE

illness sustained by any person resulting from

- (a) food or drink poisoning or
- (b) any human infectious or human contagious disease an outbreak of which the competent local authority has stipulated shall be notified to them excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition

STANDARD ACCOMMODATION CHARGES

the **ACCOMMODATION CHARGES** during that period in the twelve months immediately before the date of the **DAMAGE** which corresponds with the **INDEMNITY PERIOD** to which such adjustments will be made as necessary to take account of the trend of the **BUSINESS** and of the variations in or other circumstances affecting the **BUSINESS** either before or after the **DAMAGE** or which would have affected the **BUSINESS** had the **DAMAGE** not occurred so that the figures thus adjusted will represent as nearly as may be practicable the results which but for the **DAMAGE** would have been obtained during the relative period after the **DAMAGE**

NOTES TO THE DEFINITIONS

The following notes refer to the Definitions stated above

- 1 To the extent that the **INSURED** is accountable to the tax authorities for Value Added Tax all terms in this Insurance will be exclusive of such tax
- 2 For the purpose of these Definitions any adjustment implemented in current cost accounting will be disregarded

BUSINESS INTERRUPTION INSURANCE SECTION

THE INSURANCE

If the **BUSINESS** at the **PREMISES** is interrupted as a result of the **PREMISES** being made uninhabitable by any **DAMAGE** insurable under the Buildings Insurance Section or the Contents Insurance Section the **INSURERS** will indemnify the **INSURED** for the amount of loss as stated in the Basis of Settlement but not exceeding the Sums Insured and Limits of Liability stated in the Schedule

Provided that

Payment has been made or liability admitted for the **DAMAGE** under an insurance covering the interest of the **INSURED** in the damaged property or

Payment would have been made or liability admitted for the **DAMAGE** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

SECTION EXCLUSIONS

These apply in addition to the General Exclusions

BUSINESS INTERRUPTION INSURANCE SECTION-EXTENSIONS

The **INSURERS** will also indemnify the **INSURED** as provided in The Insurance of this Section for such interruption as a result of

1. Prevention of Access

DAMAGE to property in the vicinity of the **PREMISES** which prevents or hinders the use of or access to the **PREMISES**

2. DAMAGE to Public Utilities

DAMAGE at the undernoted situations

Property at any

- (i) Generating station or sub-station of the public electricity supply undertaking
- (ii) Land based premises of the public gas supply undertaking or of any natural gas provider linked directly therewith
- (iii) Water works or pumping station of the public water supply undertaking

from which the **INSURED** obtains electricity gas or water services all in England Scotland Wales or Northern Ireland

3. Suppliers

DAMAGE to property at the premises of any of the **INSUREDS** suppliers manufacturers or processors of components goods or materials

4. Defective Sanitation NOTIFIABLE HUMAN DISEASE

Murder or Suicide

- (i) closure or restriction on the use of the **PREMISES** by order of a Public Authority consequent upon vermin pests defects in drains or defective sanitation at the **PREMISES**
- (ii) any occurrence of a **NOTIFIABLE HUMAN DISEASE** at the **PREMISES** or attributable to food or drink supplied from the **PREMISES**
- (iii) any discovery of an organism at the **PREMISES** likely to result in the occurrence of a **NOTIFIABLE HUMAN DISEASE**

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **INSURERS** will not be liable for

- (i) for any amount in excess of £25,000
- (ii) for any interruption resulting from a cause not insured by this Section

- (i) for any amount in excess of £25,000
- (ii) for any interruption resulting from a cause not insured by this Section

- (i) for any amount in excess of £25,000
- (ii) for any interruption resulting from a cause not insured by this section
- (iii) **DAMAGE** during removal or installation
- (iv) for any loss as a result of **DAMAGE** at any premises not within the territories stated in (1) of the **TERRITORIAL LIMITS** unless specifically stated in the Schedule
- (v) for any loss as a result of **DAMAGE** at any premises of any supply undertaking from which the **INSURED** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule

- (i) for any amount in excess of £25,000
- (ii) for any costs incurred in the cleaning repair replacement recall or checking of the property
- (iii) for any loss arising from those **PREMISES** that are not directly affected by the occurrence discovery or accident

BUSINESS INTERRUPTION INSURANCE SECTION-EXTENSIONS (continued)

- (iv) any occurrence of a **NOTIFIABLE HUMAN DISEASE**
within a radius of 25 miles of the **PREMISES**
- (v) any occurrence of murder or suicide at the **PREMISES**

5. Pollution or Oil Spillage

pollution or oil spillage on a beach within 10 miles of the
PREMISES

(i) *for any amount in excess of £2,500*

BUSINESS INTERRUPTION INSURANCE SECTION

BASIS OF SETTLEMENT

The **INSURERS** will pay as indemnity the amount of the loss sustained by the **INSURED** as follows

- A) In respect of the reduction in **ACCOMMODATION CHARGES**
the amount by which the **ACCOMMODATION CHARGES** during the **INDEMNITY PERIOD** falls short of the **STANDARD ACCOMMODATION CHARGES** in consequence of the **DAMAGE**

- B) In respect of additional expenses (Increase in Cost of Working)
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **ACCOMMODATION CHARGES** which but for that expenditure would have taken place during the **INDEMNITY PERIOD** in consequence of the **DAMAGE** but not exceeding the total of the amount of the reduction in **ACCOMMODATION CHARGES** thereby avoided had such additional expenditure not been incurred

BUSINESS INTERRUPTION INSURANCE SECTION - CONDITIONS

These apply in addition to the General Conditions

1. Payment on Account

Payments on account may be made during the **INDEMNITY PERIOD**

2. Alteration

This Section will be cancelled and of no effect if

- (a) The **BUSINESS** is wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) The **INSURED'S** interest ceases otherwise than by death

3. Alternative Trading

If during the **INDEMNITY PERIOD** goods are sold or services rendered elsewhere than at the **PREMISES** for the benefit of the **BUSINESS** either by the **INSURED** or by others on the **INSURED'S** behalf the money paid or payable in respect of such sales or services will be taken into account in arriving at the **ACCOMMODATION CHARGES** during the **INDEMNITY PERIOD**

4. Savings

If any of the charges or expenses of the **BUSINESS** payable out of **ACCOMMODATION CHARGES** cease or reduce in consequence of the **DAMAGE** the amount of such savings during the **INDEMNITY PERIOD** will be deducted from the amount payable

5. Professional Accountants Charges

The **INSURERS** will pay the reasonable charges payable by the **INSURED** to their professional accountants for producing information required by the **INSURERS** in connection with any claim and for reporting that such information is in accordance with the **INSURED'S** accounts

6. New Business

For the purpose of any claim arising from **DAMAGE** occurring before the completion of the first year's trading of the **BUSINESS** such loss will be ascertained by applying the amount of **ACCOMMODATION CHARGES** earned during the period between the commencement of the **BUSINESS** and the date of the **DAMAGE** to the amount by which the **ACCOMMODATION CHARGES** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **ACCOMMODATION CHARGES** realised during the period between the commencement of the **BUSINESS** and the date of such **DAMAGE**

BOOK DEBTS INSURANCE SECTION

The Book Debts Insurance Section is operative only if the Business Interruption Insurance Section is shown as being operative in the Schedule

DEFINITIONS (for the purpose of this Section only)

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section and the Schedule and the Clauses to the Section

OUTSTANDING DEBIT BALANCES

The total recorded debits adjusted for

- A) bad debts
- 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 **DAMAGE** to the credit accounts of the **BUSINESS** in the period between the date to which the last monthly record relates and the date of the **DAMAGE**
- C) any abnormal condition of trade which had or could have had a material effect on the **BUSINESS**

so that the figures thus adjusted will represent as nearly as reasonably practicable those which would have been obtained at the date of the **DAMAGE** had the **DAMAGE** not occurred

BOOK DEBTS INSURANCE SECTION

THE INSURANCE

In the event of **DAMAGE** to the **INSUREDS** business records caused by insured **DAMAGE** to property

1. at the **PREMISES**
2. not at the **PREMISES** but within the territories stated in (1) of the **TERRITORIAL LIMITS** whilst
 - A) in **TRANSIT**
 - B) temporarily at premises occupied by persons acting on the **INSUREDS** behalf

preventing the **INSURED** from tracing or establishing customers debit balances the **INSURERS** will indemnify the **INSURED** for the amount of the loss as stated in the Basis of Settlement but not exceeding the Sum Insured stated in the Schedule for this Section

SECTION EXCLUSIONS

These apply in addition to the General Exclusions

*The **INSURERS** will not be liable for*

- (a) *any loss due to*
 - (i) *alteration manipulation falsification or other act in order to conceal any dishonesty*
 - (ii) *book keeping accounting or invoicing errors or omissions*
 - (iii) *records being mislaid misfiled or other unexplained disappearances*
- (b) *any loss arising from erasure or distortion of information on computer systems or other records due to*
 - (i) *the presence of a magnetic flux*
 - (ii) *the failure breakdown or malfunction of equipment*
 - (iii) *error in the operation of equipment*
 - (iv) *defects in records*
- (c) *any loss due to **DAMAGE** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not by **HACKING** or by **VIRUS** or **SIMILAR MECHANISM***

BOOK DEBTS INSURANCE SECTION – BASIS OF SETTLEMENT

The **INSURERS** will pay as indemnity

- A) The difference between
 - 1) The **OUTSTANDING DEBIT BALANCES** and
 - 2) The total of the amounts received or traced in connection with such balances

- B) The additional expenditure incurred with the consent of the **INSURERS** in tracing and establishing customers debit balances after the **DAMAGE**

- C) The reasonable charges payable by the **INSURED** to their professional accountants for producing information required by the **INSURERS** in investigating or verifying a claim under this Section

General Provision

Underinsurance

If at the time of the **DAMAGE** the Sum Insured is less than the **OUTSTANDING DEBIT BALANCES** the amount payable will be proportionately reduced

BOOK DEBTS INSURANCE SECTION – CONDITIONS

These apply in addition to the General Terms and Conditions

1. **INSURERS Liability**

The **INSURERS** liability in any one Period of Insurance will not exceed £10,000

2. **Duplicate Records and Storage**

It is a condition precedent to the **INSURERS** liability that the **INSURED**

- (a) Maintains a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **BUSINESS** at the end of each month and in the event of **DAMAGE** resulting in a claim will supply that record to the **INSURERS**
- (b) Will keep all business records in which credit accounts of the **BUSINESS** are shown stored in standard metal cabinets fire resisting cabinets safes or strong rooms when not in use

LOSS OF LICENCE INSURANCE SECTION

The Loss of Licence Insurance Section is operative only if the Business Interruption Insurance Section is shown as being operative in the Schedule

THE INSURANCE

If the **LICENCE** in force in respect of the **PREMISES** is forfeited or suspended or withdrawn the **INSURERS** will pay as indemnity

A the resultant reduction in value of the **PREMISES** if the **INSURED**

1 is unable to obtain a **LICENCE** for a period of twelve months from the date of the forfeiture or suspension or withdrawal of the **LICENCE** and

2 sells the **PREMISES**

B all costs and expenses incurred by the **INSURED** with the written consent of the **INSURERS** in connection with any appeal against such forfeiture or suspension or withdrawal of the **LICENCE**

but not exceeding in any one Period of Insurance the Limit of Liability stated in the Schedule to this Section

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **INSURERS** will not be liable for loss arising from*

1 *such refusal to renew a **LICENCE** as entitles the **INSURED** to claim compensation under any Statute*

A *Actual or proposed compulsory acquisition of the **PREMISES***

B *any scheme of town or country planning improvement or redevelopment*

C *redistribution or reduction in number or extinguishment of **LICENCE** as a result of war whether such loss is direct or indirect*

3 *alteration after the commencement of the Period of Insurance of the law governing the grant or surrender or renewal or suspension or forfeiture or withdrawal or transfer of **LICENCE** unless the **INSURERS** confirms in writing that the Insurance will apply after such alteration*

4 *failure*

A *other than for good cause to keep open the **PREMISES** during the permitted hours*

B *to comply with any direction or requirement of the Licensing Justices or other authority*

C *to maintain the **PREMISES** in good sanitary and general repair*

5 *refusal to renew or forfeiture of **LICENCE** occasioned wholly or in part by any act or omission by the **INSURED** or by the failure of the **INSURED** to take all reasonable action to maintain the **LICENCE** in force*

6 *the removal or suspension or failure to grant or renew any late night or afternoon or morning extension of the standard opening hours as defined in the legislation described in the **LICENCE** definition unless such removal or suspension or failure to grant or renew is ancillary to the **LICENCE** being removed or suspended or not renewed*

LOSS OF LICENCE INSURANCE SECTION-SPECIAL CONDITIONS

The following Special Conditions numbered 1 to 4 are all conditions precedent to any liability of the **INSURERS** under this Section and if not observed by the **INSURED** then the **INSURED** forfeits all rights to indemnity and benefits under this Section

1 The Duties of the INSURED

The **INSURED** shall give the **INSURERS** written notice within forty-eight hours of receiving information whether oral or written that

- A any notice or caution or complaint has been given or made against the **PREMISES** or the tenant or manager or occupier or **LICENCE** holder or that such person has been summoned or charged with or convicted of or committed for trial for any offence whatsoever
- B an application for renewal is to be opposed or that its consideration is adjourned or referred to the compensation authority or the **LICENCE** holder is required to give any undertaking or structural alterations are required to the **PREMISES**
- C the **LICENCE** holder has died or become bankrupt or absconded or been rendered incapable by sickness or other infirmity of carrying on **BUSINESS**

2 Claims

Notwithstanding Condition 5 of this Policy the **INSURED** shall give the **INSURERS** written notice within twenty-four hours of the forfeiture or suspension or refusal to renew any **LICENCE** or of any event likely to prejudice the **LICENCE** coming to the knowledge of the **INSURED** stating (as far as the **INSURED** are able) the grounds on which any order was made or the particulars of such event and the **INSURERS** shall be entitled to appeal in the name of the **INSURED** against any such refusal to renew or forfeiture or suspension and shall have full discretion in the conduct of any proceedings

The **INSURED** shall give the **INSURERS** all such assistance as the **INSURERS** may require

3 Alterations

No alterations to the **PREMISES** shall be made without the sanction of the licensing and other competent authorities and no application shall be made for the removal of the **LICENCE** to other **PREMISES** nor shall any offer be made to surrender or discontinue any **LICENCE** without the written consent of the **INSURERS**

The **INSURED** shall from time to time give all such information as the **INSURERS** may require for any purpose connected with this insurance and the risk hereby insured against and any of the duly authorised representatives of the **INSURERS** may at all reasonable times enter and inspect the **PREMISES**

4 The Rights of the INSURERS

The **INSURERS** shall exercise against the tenant or manager or occupier of any **PREMISES** and the **LICENCE** holder all rights and powers and privileges which the **INSURED** may be entitled so to exercise and which may be calculated to protect any **LICENCE** against loss or to protect the interest of the **INSURED**

The **INSURED** shall make all such applications including applications to the Magistrates Court for a protection order and generally do all such acts or things which the **INSURED** may be entitled to do under the Acts or otherwise and which are calculated or intended to prevent the loss of any **LICENCE** by non-renewal or forfeiture or suspension

In the event of the death or bankruptcy or incapacity of any tenant or manager or occupier or **LICENCE** holder or if any such person shall abscond or be convicted of any offence the **INSURED** shall procure a suitable person to replace him and forthwith make application for the transfer of the **LICENCE** or grant of the **LICENCE** by way of renewal to such other person

LIABILITY INSURANCE SECTION

SPECIAL DEFINITIONS (for the purpose of this Section only)

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section

EXCESS

the amount that will be deducted by the **INSURERS** from the total amount of each and every claim other than claims relating to **INJURY** for which there is no **EXCESS**

NORTH AMERICA

- (1) the United States of America and Canada
- (2) any territory
 - (i) within their jurisdiction
 - (ii) having a reciprocal enforcement arrangement with them

PHYSICAL LOSS

physical loss of or physical damage to material property

PREMISES

the buildings and land used for the **BUSINESS**

PRINCIPAL

any public authority government body company firm organisation or person for whom the **INSURED** is undertaking a contract

PRODUCT

goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the **INSURED** in the course of the **BUSINESS** and not within the custody of the **INSURED**

TERRITORIAL LIMITS (PUBLIC LIABILITY)

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union
- (3) or elsewhere in the world other than **NORTH AMERICA** in respect of **INJURY** or **PHYSICAL LOSS** caused by or arising from
 - (i) clerical administrative and other non manual activities of the **INSURED DIRECTOR PARTNER** or **EMPLOYEE** normally employed within the territories specified in (1) of this Special Definition and occurring during any temporary visit made in connection with the **BUSINESS**
 - (ii) any **PRODUCT**

TERRITORIAL LIMITS (EMPLOYERS LIABILITY)

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) elsewhere in the world in respect of **INJURY** arising out of and in the course of employment by the **INSURED** in connection with the **BUSINESS** sustained by a **DIRECTOR** or **EMPLOYEE** normally employed within the territories specified in (1) of this Special Definition whilst working temporarily outside such territories

LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY

THE INSURANCE

PUBLIC LIABILITY

The **INSURERS** will indemnify **YOU** or **YOUR FAMILY** against all sums which **YOU** shall become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) **PHYSICAL LOSS**
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

occurring at the **PREMISES** and elsewhere within the **TERRITORIAL LIMITS** in the circumstances described in the Contingencies during the Period of Insurance

Limit of Indemnity

The maximum liability of the **INSURERS** in respect of all indemnity payable under The Insurance and Extensions of this Section in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule against the corresponding Contingency

Provided that the liability of the **INSURERS** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance

The Contingencies

A Provided the Buildings Insurance Section is operative

In or about the **HOME** based on **YOUR** liability solely as owner of the **HOME**

B Provided the Contents Insurance Section is operative

In or about the **HOME** based on **YOUR** liability solely as occupier (and not as owner) of the **HOME** and as a provider of Hotel accommodation

C Provided the Contents Insurance Section is operative

The liability of **YOU** or **YOUR FAMILY** as private individuals

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **INSURERS** will not be liable for

- (a) liability for **INJURY** to any **DIRECTOR PARTNER** or **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED**
- (b) loss of or damage to material property
 - (i) in the custody or control of or owned by the **INSURED YOUR FAMILY** or any **DIRECTOR PARTNER** or **EMPLOYEE**
 - (ii) being worked on by the **INSURED** or any other person on the **INSUREDS** behalf if loss or damage is as a direct result of such work other than
 - (a) personal effects of **DIRECTORS PARTNERS EMPLOYEES** or visitors
 - (b) buildings including their contents temporarily occupied by the **INSURED** for the purpose of carrying out work therein or thereon
- (c) liability arising out of the ownership possession or use of any
 - (i) mechanically propelled vehicle including anything attached to it other than domestic gardening equipment under Contingency B
 - (ii) caravans
 - (iii) craft intended to travel through air or space or other aerospatial device including model aircraft
 - (iv) hovercraft and watercraft other than non mechanically propelled craft less than 9 metres in length which are used on inland waters or sailboards or surfboards under Contingency C
 - (v) animals other than domestic cats and dogs or horses when not being used for racing steeplechasing polo playing or hunting under Contingency C
 - (vi) firearms other than sporting guns under Contingency C
 - (vii) dogs referred to in the Dangerous Dogs Act 1991
- (d) liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by the **INSURED** or by anyone on the **INSUREDS** behalf

LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY (continued)

Discharge of Liability

The **INSURERS** having been advised of a claim or an occurrence which might give rise to a claim under the LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid as damages) or
- (ii) such other amount for which the claim or claims may be settled

The **INSURERS** will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **INSURERS** will not be liable for

- (e) liability arising out of any work **AIRSIDE** by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** or any other persons for whom the **INSURED** may be responsible
- (f) the costs or expenses incurred in recalling repairing reconditioning replacing testing or remarketing any **PRODUCT** or in rectifying defective workmanship or the replacement cost of any **PRODUCT**
- (g) liability arising from **PRODUCTS** known to be for use in craft intended to travel through air or space or other aero spatial device
- (h) liability assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement
- (i) liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **SEEPING** or **POLLUTING** or **CONTAMINATING SUBSTANCES** or **REMIEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance (**note all POLLUTION OR CONTAMINATION occurring in North America is specifically excluded**)
Provided that
 - (a) all **POLLUTION** or **CONTAMINATION** which arises out of the occurrence will be deemed to have occurred at the time such occurrence takes place
 - (b) the liability of the **INSURERS** for all damages and claimants costs and expenses payable in respect of all **POLLUTION** or **CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule
- (j) liability arising out of any work undertaken and/or visit **OFFSHORE**
- (k) liability arising from any trade business or profession other than in **YOUR** capacity as a provider of Hotel accommodation
- (l) liability arising from any deliberate willful or malicious acts or willful default or neglect by **YOU** or **YOUR FAMILY** or any **DIRECTOR PARTNER** or **EMPLOYEE**
- (m) liability arising from the ownership or occupation of land or buildings other than the **HOME**

LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY (continued)

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **INSURERS** will not be liable for

- (n) liability arising from any action brought against **YOU** or **YOUR FAMILY** in any court outside the European Union
 - (o) liability which is insured by or would but for the existence of this Section be insured by any other Policy
 - (p) liability arising from the transmission of any communicable disease
 - (q) liability arising from **INJURY** to **YOU** or **YOUR FAMILY**
 - (r) the amount of any **EXCESS** specified in the Schedule in respect of each and every claim for loss of or damage to property
 - (s) liability arising from any **PRODUCT** known by the **INSURED** to be for use in or supply to **NORTH AMERICA**
 - (t) liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000
 - (a) correctly to recognise any date as its true calendar date or
 - (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
 - (i) treating any date otherwise than as its true calendar date or
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date or
 - (c) otherwise to function correctly
- All other terms conditions and exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary

LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY (continued)

SECTION EXCLUSIONS

*These apply in addition to the other Exclusions in this Section
and the General Exclusions*

*The **INSURERS** will not be liable for*

- (u) any liability of whatsoever nature arising out of mining
processing manufacturing removing disposing of
distributing or storing of asbestos or products made
entirely or mainly of asbestos*

- (v) any liability of whatsoever nature arising out of mould or
toxic mould*

LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY (continued)

PUBLIC LIABILITY EXTENSIONS

The insurance provided by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the Section Exclusions and the

*General Exclusions The **INSURERS** will not be liable*

1. Defective Premises Act 1972

The **INSURERS** will indemnify the **INSURED** as provided in The Insurance of this Section under Contingency A for such legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by the **INSURED** for purposes pertaining to the **BUSINESS** and since disposed of by the **INSURED**

This Extension shall only apply in respect of legal liability which falls upon the **INSURED** by virtue of such Act or Order

2. Legal Costs and Expenses

The **INSURERS** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its prior written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this Section

for **INJURY** or **PHYSICAL LOSS**

- (i) *happening prior to the disposal of the premises*
- (ii) *to the premises disposed of*
- (iii) *where indemnity is provided by any other insurance*

3. Legal Defense Costs

The **INSURERS** will be liable for all legal costs and expenses incurred with its prior written consent in respect of the defense of

- (a) the **INSURED**
- (b) at the **INSURED'S** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- 1 (a) the Health and Safety at Work etc Act 1974
- (b) the Health and Safety at Work (Northern Ireland) Order 1978
- 2 Part II of the Consumer Protection Act 1987
- 3 Sections 7 & 8 of the Food Safety Act 1990

Provided that the offence under the legislation is

- (a) alleged to have been committed during the Period of Insurance in connection with the **BUSINESS**
- (b) relates to the health safety and welfare of any person other than a **DIRECTOR** or **EMPLOYEE**

for

- (i) *the cost of any fine or penalty*
- (ii) *legal costs and expenses where indemnity is provided by any other insurance*
- (iii) *legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE***

LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY (continued)

PUBLIC LIABILITY EXTENSIONS (continued)

The insurance provided by this Section is extended as described below

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **INSURERS** will not be liable*

4. Contingent Motor Liability

The **INSURERS** will indemnify the **INSURED** as provided in The Insurance of this Section for such legal liability arising out of the use of any motor vehicle not belonging to or provided by the **INSURED** but being used by an **EMPLOYEE** in connection with the **BUSINESS**

- (i) for loss of or damage to such motor vehicle or property conveyed therein or thereon*
- (ii) for **INJURY** or **PHYSICAL LOSS** arising while such vehicle is being driven by **YOU YOUR FAMILY** or **PARTNER** or **DIRECTOR***
- (iii) if indemnity is available under any other insurance or security*
- (iv) for **INJURY** or **PHYSICAL LOSS** occurring outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man*

5. Contractual Liability

The **INSURERS** will indemnify the **INSURED** as provided in The Insurance of this Section for such legal liability assumed under contract or agreement provided that full conduct and control of all claims is vested in the **INSURERS**

- (i) for physical loss or physical damage to contract works in respect of which the **INSURED** is required to effect insurance under the terms of any contract or agreement*
- (ii) for liability arising out of the execution of contract work other than liability assumed under a contract or agreement with a **PRINCIPAL** and only to the extent of liability for acts or omissions of the **INSURED** or their sub-contractors*
- (iii) for liability arising from **PRODUCTS***

6. Leased Hired or Rented Premises

The **INSURERS** will indemnify the **INSURED** as provided in The Insurance of this Section against all sums which the **INSURED** becomes legally liable to pay as compensatory damages and claimants costs and expenses arising out of physical loss of or physical damage to premises leased hired or rented to the **INSURED** for the purpose of the **BUSINESS** occurring during the Period of Insurance

- (i) for the **EXCESS** of £100 of such physical loss or physical damage caused otherwise than by fire or explosion*
- (ii) for liability assumed by the **INSURED** under a tenancy or other agreement which would not have attached in the absence of such an agreement*

Provided that the liability of the **INSURERS** will not exceed the Limit of Indemnity as stated in the Schedule

7. Cross Liabilities

If this Policy is issued in the joint names of more than one **INSURED** the **INSURERS** will indemnify each of them as though a separate policy has been issued to each of them

- (i) in the aggregate for any amount in excess of the Limit of Indemnity as stated in the Schedule*

LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY (continued)

PUBLIC LIABILITY EXTENSIONS (continued)

The insurance provided by this Section is extended as described below

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **INSURERS** will not be liable*

8. Overseas Personal Liability

The **INSURERS** will indemnify as provided in The Insurance of this Section the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** or any family member accompanying them against all sums which they become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) **PHYSICAL LOSS**

occurring during the Period of Insurance within the territories stated in (2) and (3) of the **TERRITORIAL LIMITS** during temporary visits in connection with the **BUSINESS**

Provided that

- (i) the conduct and control of all claims is vested in the **INSURERS**
- (ii) any person entitled to indemnity under this Extension complies with and is subject to all terms Conditions and Exclusions in this Policy in so far as they can apply
- (iii) the liability of the **INSURERS** will not exceed the Limit of Indemnity as stated in the Schedule

- (i) *for liability arising from*
 - (a) *any business profession or trade*
 - (b) *ownership or occupation of land or buildings*
 - (c) *ownership possession or use of*
 - *firearms (other than sporting guns)*
 - *mechanically propelled vehicles and anything attached to them*
 - *craft intended to travel through air or space*
 - *hovercraft and watercraft (other than non mechanically*
 - *propelled craft less than 9 metres in length used on inland waters*
 - *animals (other than pet domestic animals)*
 - (d) *property held in trust*
 - (e) **INJURY** to the **INSURED** or such **DIRECTOR PARTNER** or **EMPLOYEE** or family member accompanying them
- (ii) *for liability more specifically insured*
- (iii) *for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement*

9. Court Attendance Compensation

In the event of any of the undermentioned persons attending court as a witness at the request of the **INSURERS** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **INSURERS** will provide compensation to the **INSURED** at the following rates per day for each day on which attendance is required

- (a) any **DIRECTOR** or **PARTNER** £250
- (b) any **EMPLOYEE** £100

LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY (continued)

PUBLIC LIABILITY EXTENSIONS (continued)

The insurance provided by this Section is extended as described below

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **INSURERS** will not be liable*

10. Data Protection Act 1998

The **INSURERS** will indemnify the **INSURED** against legal liability to pay compensation for damage or distress under the provisions of Section 13 of Part II of the Data Protection Act 1998

Provided that

- (a) the act or omission for which liability arises is committed during the Period of Insurance in connection with the **BUSINESS**
- (b) the **INSURED** is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration and that registration has not been refused or withdrawn

- (i) *for liability arising from*
 - (a) *the processing of sensitive data*
 - (b) *the processing of data for reward*
 - (c) *the determining of the financial status of a person*
 - (d) *a deliberate act or omission by **YOU** or **YOUR FAMILY** or any **DIRECTOR PARTNER** or **EMPLOYEE** from which liability could reasonably be expected by **YOU** or **YOUR FAMILY** or such **DIRECTOR PARTNER** or **EMPLOYEE** having regard to the nature and circumstances of such act or omission*
 - (e) *an agreement which would not have attached in the absence of such agreement*
- (ii) *for any amount in excess of the Limit of Indemnity stated in the Schedule*
- (iii) *for any costs of replacing reinstating rectifying destroying or erasing any data*

11. Indemnity to Others

At the request of the **INSURED** the **INSURERS** will indemnify

- (a) any **DIRECTOR PARTNER** or **EMPLOYEE**
- (b) any officer member or **EMPLOYEE** of the **INSUREDS** social sports or welfare organisation or first aid fire or ambulance services
- (c) the owner of plant hired to the **INSURED** under Contractors Plant Association conditions only so far as may be required by those conditions but not in respect of any liability which is required to be insured under any road traffic legislation

Provided that

- (i) the **INSURED** would have been entitled to indemnity under this Section if the claim had been made against the **INSURED**
- (ii) the full conduct and control of all claims is vested in the **INSURERS**
- (iii) such person is not entitled to indemnity under any other insurance

LIABILITY INSURANCE SECTION - EMPLOYERS LIABILITY

THE INSURANCE

EMPLOYERS LIABILITY

The **INSURERS** will indemnify **YOU** against all sums which **YOU** become legally liable to pay as compensatory damages and claimants costs and expenses in respect of **INJURY** sustained by a **DIRECTOR** or **EMPLOYEE** arising out of and in the course of employment by **YOU** within the **TERRITORIAL LIMITS** in connection with the **BUSINESS** during the Period of Insurance

The **INSURERS** will also pay for legal costs and expenses incurred with its prior written consent

- (a) in defence of any claims
- (b) for representation at any coroners inquest or inquiry in respect of any death

which may be the subject of indemnity under this section

Limit of Liability

The maximum liability of the **INSURERS** payable under The Insurance and Extensions of this Section inclusive of all costs and expenses shall be the Limit of Liability stated in the Schedule in respect of any one claim against **YOU** or series of claims against **YOU** arising out of one occurrence

Discharge of Liability

The **INSURERS** having been advised of a claim or an occurrence which might give rise to a claim under the LIABILITY INSURANCE SECTION – EMPLOYERS LIABILITY will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid or incurred) or
- (ii) such other amount for which the claim or claims may be settled

The **INSURERS** will then relinquish control of and be under no further liability in respect of such claim or claims

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **INSURERS** will not be liable for*

- (a) **INJURY** sustained by any **DIRECTOR** or **EMPLOYEE** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the **TERRITORIAL LIMITS**
 - (b) liability arising out of any work undertaken and/or visit **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.
 - (c) any amount in excess of £5,000,000 in respect of Terrorism
 - (d) **ASBESTOS** any liability arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos except 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 in which case a Limit of Liability of £5,000,000 shall apply
- It is a condition precedent to the liability of the Company that You do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos*

LIABILITY INSURANCE SECTION – EMPLOYERS LIABILITY (continued)

EMPLOYERS LIABILITY EXTENSIONS

The insurance provided by this Section is extended as described below

1. Legal Defense Costs

The **INSURERS** will be liable for all costs and expenses incurred with its prior written consent in respect of the defence of

(a) the **INSURED**

(b) at the **INSURED'S** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

(i) the Health and Safety at Work etc. Act 1974

(ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation

(a) is alleged to have been committed during the Period of Insurance in connection with the **BUSINESS** within the **TERRITORIAL LIMITS**

(b) relates to the health safety and welfare of a **DIRECTOR** or **EMPLOYEE**

The **INSURERS** will not be liable under this Extension for

(i) the cost of any fine or penalty

(ii) legal costs and expenses where indemnity is provided by any other insurance

(iii) legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

2. EMPLOYEES Unsatisfied Damages

If a judgement for compensatory damages or costs in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment or engagement by the **INSURED** in connection with the **BUSINESS** and arising from an accident occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

(a) is obtained by such **EMPLOYEE** in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **INSURED** domiciled or operating from premises within those territories and

(b) remains wholly or partly unsatisfied six months after the date of such judgement

at the request of the **INSURED** the **INSURERS** will pay to such **EMPLOYEE** the amount of the compensatory damages and costs remaining unsatisfied

Provided that

(i) there is no appeal outstanding

(ii) the **EMPLOYEE** has assigned the judgment to the **INSURERS**

3. Court Attendance Compensation

In the event of any of the under mentioned persons attending court as a witness at the request of the **INSURERS** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **INSURERS** will provide compensation to the **INSURED** at the following rates per day for each day of attendance

(a) any **DIRECTOR** or **PARTNER** £100

(b) any **EMPLOYEE** £ 50

These Extensions are subject to all other terms conditions and exclusions of the Policy

TERRORISM INSURANCE SECTION

This Section is operative only if it is shown as being operative in the Schedule

TERRORISM EXTENSION SECTION (2004)

- 1 Notwithstanding anything stated herein to the contrary and in consideration of payment of the Terrorism Insurance Premium and its Insurance Premium Tax the insurance by this Policy is extended to include
 - A **DAMAGE** to **PROPERTY MONEY** and **BUILDINGS** in **GREAT BRITAIN** to the extent that such **PROPERTY MONEY** and **BUILDINGS** is specified as insured by the Buildings and Contents and Money Sections of this Policy the proximate cause of which is an **ACT OF TERRORISM**
 - B loss consequent upon interruption to or interference with the business resulting from Damage insured in paragraph A above only to the extent of the Items Insured by the Business Interruption and Book Debts Sections of this Policy
- 2 In the event of
 - A an occurrence giving rise to **DAMAGE** as described above not being certified by Her Majesty's government or HM Treasury or any successor relevant Authority to have been an **ACT OF TERRORISM** and
 - B the **INSURERS** obtaining a Tribunal ruling confirming the Secretary of State's non-certification and solely due to this the **INSURERS** is unable to recover the cost of such **DAMAGE** from Pool Reinsurance Company Limited the **INSURERS** will indemnify the **INSURED** for such **DAMAGE**

provided always that the following Special Exclusions and Special Conditions shall apply to this Section

Special Exclusions

The **INSURERS** will not be liable for

- (i) loss damage or destruction directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - (a) riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - (b) **VIRUS OR SIMILAR MECHANISM** or **HACKING** or **DENIAL OF SERVICE ATTACK** in respect of any **COMPUTER EQUIPMENT**
 - (ii) loss damage or destruction in respect of
 - (a) any **NUCLEAR INSTALLATION** or **NUCLEAR REACTOR**
 - (b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
 - (c) any other type of property which is specifically excluded elsewhere in this Policy
 - (iii) any claim in respect of
 - (a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising there from or any direct or indirect consequential loss directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (b) loss damage or destruction directly or indirectly caused by resulting from or in connection with biological, chemical, or nuclear pollution or contamination
 - (c) loss damage or destruction from pollution or contamination unless arising in consequence of Damage caused by or resulting in a **DEFINED PERIL**
- in respect of the indemnity provided in paragraph 2 above

TERRORISM INSURANCE SECTION (Continued)

Special Conditions

It is agreed that

- (i) in any action suit or other proceedings where the **INSURERS** alleges that any **DAMAGE** is not insured by this Policy the burden of proving that such **DAMAGE** is insured shall be upon the **INSURED**
- (ii) this Section is
 - (a) not subject to any of the exclusions specified elsewhere in this Policy other than those stated in the Special Exclusions above
 - (b) subject to all the other terms limits of liability definitions provisos and conditions of this Policy (including but not limited to any excess or deductible to be borne by the **INSURED**) except as expressly varied hereby

not subject to any Long Term Agreement or Undertaking which may otherwise apply to this Policy

- 3 For the purposes of this Section the following definitions are added

ACT OF TERRORISM

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

DENIAL OF SERVICE ATTACK

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

GREAT BRITAIN

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands

NUCLEAR INSTALLATION

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- (a) the production or use of atomic energy
 - (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
- or
- (c) the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

NUCLEAR REACTOR

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

GENERAL CONDITIONS

These apply to all Sections of the Policy and all Endorsements and Extensions unless otherwise stated

Condition Numbers 1 to 8 inclusive are all conditions precedent to any liability of the **INSURERS** under this Policy

1. The PROPOSAL

The answers and statements in the **PROPOSAL** are true and complete

2. Reasonable Precautions

The **INSURED DIRECTORS PARTNERS** and **YOUR FAMILY** will

- (a) take all reasonable precautions to select and supervise staff
- (b) take all reasonable precautions to prevent accidents injury or **DAMAGE**
- (c) take all reasonable measures to observe and fulfill the requirements of all statutory obligations and regulations
- (d) maintain the **PREMISES** and **CONTENTS** and everything used in Your Business in proper repair
- (e) to prevent any Event which may give rise to a claim under this policy
- (f) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

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

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

3. Misrepresentation Misdescription or Non-Disclosure

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

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

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

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim

GENERAL CONDITIONS (Continued)

4. Observance of Policy Terms

The **INSURED** will observe and fulfil the terms Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the **INSURED**

5. Payment of Premium and Relevant Taxes

- (a) The premium under this Policy is deemed to be the total gross premium paid by the **INSURED**
- (b) The **INSURED** will pay the Premium and any relevant taxes when due otherwise the Policy will be cancelled from the date when the Premium and taxes were due

6. Alteration of Risk

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 6(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.

7. Claims – INSUREDS Action

Whenever anything occurs which might give rise to a claim or liability under this Policy the **INSURED** will

- (a) immediately notify the **INSURERS** but no later than seven days after the date of loss for any claim in respect of riot civil commotion strikers locked out workers and thirty days for any other loss
- (b) immediately notify the Police of any loss of **PERSONAL MONEY** or **DAMAGE** by theft or malicious persons
- (c) 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
- (d) not admit liability to any party
- (e) send to the **INSURERS** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- (f) in the event of a claim being made under the Business Interruption Insurance Section of the Policy not later than thirty days after the expiry of the **INDEMNITY PERIOD** or within such further time as the **INSURERS** may in writing allow at his own expense deliver to the **INSURERS** in writing a statement setting forth particulars of his claim together with details of all other insurances covering the **DAMAGE** or any part of it or consequential loss of any kind resulting therefrom
- (g) the **INSURED** shall at his own expense also produce and furnish to the **INSURERS** such books of account and other document proofs information explanation and other evidence as may reasonably be required by the **INSURERS** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith

GENERAL CONDITIONS (Continued)

8. Claims – Co-operation

The **INSURED** will provide all help and assistance and co-operation required by the **INSURERS** in connection with any claim

9. Risk Improvement Requirements

All Risk Improvement Requirements notified to and agreed by or on behalf of the **INSURED** shall be complied with and continue to be complied with during the whole currency of the Policy

10. Claims – INSURERS Rights

The **INSURERS** having been advised of a claim or of an occurrence which might give rise to a claim under this Policy will be entitled

- (a) to enter the premises where the loss has occurred without incurring any liability and without diminishing the right of the **INSURERS** to rely on the terms and conditions of this Policy and may take and keep possession of any of the property insured for all reasonable purposes and deal with the salvage in any reasonable manner
- (b) to undertake in the name of the **INSURED** the defence control or settlement of any claim and for its own benefit take proceedings in the **INSURED'S** name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- (c) at its sole option to indemnify the **INSURED** by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof

The **INSURERS** will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item insured more than the Sum Insured thereon

11. Payment of Claims

In the event of a claim being made under the Policy the Premium and tax for which is paid through the **INSURERS** credit scheme the **INSURERS** may avail itself of the terms and conditions of the credit scheme and deduct any sum outstanding from the **INSURED** to the **INSURERS** in respect of the credit facility from any settlement due to the **INSURED** of a claim made under this Policy

12. Claims – Repayment of EXCESS

The **INSURED** will repay to the **INSURERS** the amount of any **EXCESS** for which the **INSURERS** has made payment

13. Fraud

You must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- a) Makes a claim under the policy in order to obtain a claims payment to which **you** are not entitled, or
- b) Knowingly makes a false statement in support of a claim, in order to obtain a claims payment to which **you** are not entitled, or
- c) Knowingly submits a forged or false document in support of a claim in order to obtain a claims payment to which **you** are not entitled, or
- d) Makes a claim in respect of any loss or damage caused by your wilful act or with **your** connivance.

The following conditions shall apply:

- i. **We** will not pay any part of the claim to which **you** are not entitled, and
- ii. **We** shall not pay any other claims or part of any claims which have been or will be made under **your** policy to which **you** are not entitled, and

GENERAL CONDITIONS (Continued)

- iii. **We** will declare **your** policy void, and
- iv. **We** shall be entitled to recover from **you** the amount of any claim already paid under the policy to which **you** are not entitled, and
- v. **We** may inform the Police of the circumstances, and

We will not return any premium.

14. Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force

Where any difference is by this condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **INSURERS**

15. Other Insurances or Compensation

If at the time of any **DAMAGE** or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency the **INSURERS** will not be liable for more than its rateable proportion thereof and the **INSURED** will declare to the **INSURERS** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

16. Cooling Off Period

If the **INSURED** decides not to proceed with this insurance within fourteen days of receipt of the Policy documents the **INSURERS** will refund any premium and tax the **INSURED** has paid subject to

- 1 the **INSURED** notifying the broker or organisation that sold the Policy and returning the original Policy schedule and certificates to them within fourteen days of receipt
- 2 no claims having been made and no incidents having arisen that could result in a claim under the policy

17. Cancellation

The **INSURERS** may cancel this Policy at any time by giving fourteen days notice by recorded delivery letter to the **INSURED'S** address last known to the **INSURERS** and in such event the **INSURERS** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

The **INSURED** may cancel this Policy at any time by giving the **INSURERS** written notice and in such event the **INSURERS** will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- 1 no claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2 a minimum premium of £25 plus Insurance Premium Tax being retained by the **INSURERS**

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

GENERAL CONDITIONS (Continued)

18. Conditions Precedent and Warranties

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

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;
and
- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time,

the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

19. INSURERS Liability

Unless stated otherwise the **INSURERS** liability in any one Period of Insurance under this Policy shall not exceed

- (a) in the whole the Total Sum Insured or in respect of any Item its Sum Insured or any other Limit of Liability or Limit of Indemnity stated in the Policy at the time of the **DAMAGE**
- (b) the Sum Insured or Limit of Liability or Limit of Indemnity remaining after deduction for any other **DAMAGE** or interruption or interference consequent upon **DAMAGE** occurring during the same Period of Insurance unless the provisions within any relevant clause relating to Automatic Reinstatement of Sum(s) Insured have been complied with

20. Contracts (Rights of Third Parties) Act 1999

In the event of conflict between this condition and any other provisions of the Policy this condition takes precedence

1. This Policy is a contract solely between the **INSURERS** (which term in this condition shall include Underwriter or Insurer) and the **INSURED** (which term in this condition shall include ASSURED) or **INSUREDS** specifically named in the Schedule

It is not intended to confer any contractual rights on any other person (which term in this condition shall include the plural bodies corporate and unincorporated associations) unless the **INSURERS** has agreed thereto in writing

The **INSURERS** may at its discretion and on such terms as it shall specify grant to the **INSURED** in writing the power to designate a person who shall then be entitled to such contractual rights under the Policy as may be specified and subject to the due observance of the terms and conditions of the Policy and of this Condition

2. Where the **INSURERS** has granted rights to a person other than the **INSURED** named in the Schedule or where the **INSURERS** has granted to the **INSURED** named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the **INSURERS** to grant any indemnity or make any payment to that person under this Policy

GENERAL CONDITIONS (Continued)

- (i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the **INSURERS** would entitle the **INSURERS** to rescind cancel or avoid the Policy
 - (ii) The **INSURED** named in the Schedule shall not be or have been in breach of any term or Condition of the Policy
 - (iii) The **INSURED** named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the **INSURERS** for the recording and notification of particulars of persons granted such contractual rights under the Policy
 - (iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and Conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all the terms of the Policy relating to the management of claims as if they were named as the Insured in the Schedule
3. Any right of the **INSURERS** to rescind cancel or vary this Policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy

Notice of the exercise of such rights (namely to rescind avoid cancel or vary this Policy) by the **INSURERS** shall be effective if given in writing and sent to the last known address of the **INSURED** first named in the Schedule

Such notice shall be deemed to be notice to any person having contractual rights under the Policy

4. The maximum limit placed on any benefit Sum Insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the **INSURERS** liability shall not thereby be increased above the amount that would have been payable if the **INSURED** first named in the Schedule was the only person entitled to contractual rights under the Policy
5. The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy

The **INSURERS** shall not be under any duty to inquire into the relative priorities of any persons claiming to be entitled to any benefit or indemnity under the Policy

6. All other terms Conditions and Exclusions of the Policy shall remain in full force and effect

21. Law Governing the Policy

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.

22. Employers Liability Right of Recovery

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man However the **INSURED** will repay to the **INSURERS** all sums paid by the **INSURERS** which the **INSURERS** would not have been liable to pay but for the provisions of such law

GENERAL CONDITIONS (Continued)

23. Index Linking

The Sums Insured on the following items of Property Insured under the Buildings Insurance Contents Insurance and Personal Possessions Insurance Sections of this Policy (where applicable) are increased at each Renewal Date by the annual percentage movement of the indices shown below (or alternative indices as specified by the **INSURERS**)

<u>Property Insured</u>	<u>Index</u>
BUILDINGS	Royal Institution of Chartered Surveyors BCIS Building Cost Index

Sums Insured will be adjusted monthly (by adding one twelfth of the annual increase each month throughout the Period of Insurance)

Sums Insured will not be reduced when an index figure reduces however such Sums Insured will not be subsequently increased due to an increase in the index until the index rises above the point at which it originally reduced

The **INSURERS** will not charge additional premiums for increases in the Sums Insured that occur monthly but the next renewal premium will be calculated on the adjusted Sums Insured

Despite the increases in Sums Insured as described above it is the **INSUREDS** responsibility to ensure that all Sums Insured are adequate throughout the currency of this Policy

GENERAL EXCLUSIONS

These apply to all Sections of the Policy and all Endorsements and Extensions unless otherwise stated

The **INSURERS** will not be liable for

1. Nuclear Risks

- (a) *loss or destruction of or damage to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss*
- (b) *any legal liability of whatsoever nature*

directly or indirectly caused by or contributed to by or arising from

- (i) *ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel*
- (ii) *the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof*

This General Exclusion does not apply to the Employers Liability Insurance Section

2. War and Similar Risks

- a) *This insurance does not cover Damage or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.*
- b) *This insurance also excludes 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 2 (a) above.*

3. Pressure Waves

loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

4. Excluded Property and Contingencies

loss damage or destruction to property or liability or contingencies more specifically insured by any other Policy or security

5. Fines or Penalties

the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

6. Fraud

- (a) *loss damage or destruction by fraud forgery or deception*
- (b) *theft or any attempt thereat in which any **DIRECTOR PARTNER EMPLOYEE** or any member of the **INSUREDS** family is concerned as principal or accessory*

7. Northern Ireland

loss damage or destruction to any property in Northern Ireland or loss resulting there from or any direct or indirect consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

GENERAL EXCLUSIONS (Continued)

8. Pollution or Contamination

loss damage or destruction caused by or arising from pollution or contamination unless arising in consequence of **DAMAGE** caused by or resulting in a **DEFINED PERIL**

This General Exclusion does not apply to the Liability Insurance Section and its Extensions

9. Radioactive Contamination

This insurance does not cover Damage cost expense or indemnity against any legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity

10. Change in Water Table Level

loss damage or destruction attributable solely to change in the water table level

11. Consequential Loss or Damage

direct or indirect consequential loss or damage of any kind or description except where specifically included

12. Wilful or Malicious Damage

any wilful or malicious act by a person lawfully at or in the **HOME**

13. Terrorism

The provisions of the Terrorism Extension when applicable shall not be effected by this exclusion.

liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) 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 the loss
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

For the purpose of this Exclusion an act of **TERRORISM** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the **INSURERS** alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Liability) shall be upon the **INSURED**

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

GENERAL EXCLUSIONS (Continued)

14. Date Recognition/Discontinuity

This insurance shall not cover liability of whatsoever nature or any physical Damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether belonging to You or not, to

- (a) correctly recognise any date as its true calendar date; or*
- (b) capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or*
- (c) capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which caused the loss of data or information or command or instruction or the inability to capture, save, retain or correctly to process such data or information, command or instruction on or after any date; or*
- (d) otherwise function correctly.*

But this section shall not exclude:

- A. any ensuing physical Damage to property insured under Section A;*
 - (i) resulting from a Defined Peril, and*
 - (ii) which is not otherwise excluded;*

nor

- B. any consequential loss, as covered under Section F of this insurance, which may arise from such ensuing physical Damage.*

Provided that nothing in this or any other provision or extension of this insurance shall be construed to extend Our liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, program, or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether Your property or not.

15. Micro-Organism Exclusion Clause

This insurance does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

GENERAL EXCLUSIONS (Continued)

16. Electronic Risk Exclusion

This insurance does not cover

- (a) Damage, distortion, erasure, corruption or alteration of or
- (b) indemnity against any legal liability for Damage, distortion, erasure, corruption or alteration of

ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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

However, in the event that a Defined Peril results from any of the matters described in paragraph (a) above, this insurance, subject to all its terms conditions and exclusions, will cover physical Damage to property insured by this insurance directly caused by a Defined Peril.

17. Cyber Exclusion

Computer Virus and Hacking

This insurance does not cover

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
2. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal

For the purpose of this Exception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

ENDORSEMENTS

These Endorsements are only operative if so stated in the Schedule

E01 STAMP COLLECTIONS

The liability of the **INSURERS** for stamp collections applies only in respect of properly mounted stamps in albums. The maximum amount that the **INSURERS** will pay will be whichever is the lesser of the Sum Insured stated in the Schedule or two thirds of the value of the stamps given in the Stanley Gibbons catalogue current at the time of the **DAMAGE**

E02 COIN COLLECTIONS

The maximum amount that the **INSURERS** will pay for coin collections will be whichever is the lesser of the Sum Insured stated in the Schedule or two thirds of the value of the coins given in the B. A. Seaby Ltd. catalogue current at the time of the **DAMAGE**

E03 SECURITY AGAINST THEFT

Whenever the **HOME** is left unattended or when the residents retire for the night it is a condition precedent to the liability of the **INSURERS** that the following minimum security devices must be in operation and the keys removed from the locks other than for windows in occupied bedrooms:

(A) The Final Exit Door

(i) Single Doors

The final exit door must be secured by any mortice deadlock, rim automatic deadlock or hook bolt mortice deadlock manufactured to at least the British Standard BS 3621 or if the door is of UPVC or aluminium construction and not fitted with a lock as detailed then this must be fitted with a manufacturers key operated 'multi-point locking system'

(ii) Double Doors

The first closing leaf must be secured by 2 key operated bolts, one at the top and one at the bottom to shoot into the frame, the second closing leaf must be secured as described in (A) (i) above or if the door is of UPVC or aluminium construction and not fitted with a lock as detailed then this must be fitted with a manufacturers key operated 'multi-point locking system'

(B) Non Final Exit Doors - Not Sliding Doors

(i) Single Door

These must be secured as detailed in (A) (i) above or any other lock plus 2 key operated bolts one at the top and one at the bottom

(ii) Double Doors

These must be secured as detailed in (A) (ii) above or if the second closing leaf is fitted with any other lock it must also be secured with 2 key operated bolts one at the top and one at the bottom

(C) Sliding Doors

Sliding doors must be fitted with a hook bolt mortice deadlock manufactured to at least BS 3621 or with 2 key operated patio door locks one at the top and one at the bottom or if the door is of UPVC or aluminium construction and not fitted with a lock as detailed then this must be fitted with a manufacturers key operated 'multi-point locking system'

(D) Windows

All basement, ground floor and accessible upper floor windows and fanlights must be secured by key-operated window locks or if the window, fanlight or skylight is of UPVC or aluminium construction and not fitted with a lock as detailed then this must be fitted with a manufacturers key operated 'multi-point locking system' or locking handles

All louvre windows must have the panes of glass securely fixed with suitable adhesive into their brackets/frames

ENDORSEMENTS (continued)

E04 BURGLAR ALARM

Whenever the **HOME** is left unattended or when the residents retire for the night it is a condition precedent to the liability of the **INSURERS** in respect of Theft cover that a fully operative intruder alarm system in accordance with the specification which has been approved by and is lodged with the **INSURERS** (or any alteration thereto which has been agreed by the **INSURERS** in writing) be in operation. The intruder alarm system must be:

- (a) maintained, periodically inspected and kept in proper working order by the installers, makers or other alarm engineers approved by the **INSURERS**
- (b) tested and set in the agreed manner and if the alarm does not respond to the test or if any defect is discovered at that time the installers, makers or alarm engineers be informed and the defect remedied immediately

If any part of the response service provided by the police authority is withdrawn whether this is advised to **YOU** in writing or otherwise all cover in respect of Theft shall be regarded as inoperative unless the **INSURERS** has agreed otherwise in writing

E05 SETTING CONDITION

In respect of any item in the Schedule marked (1) the setting must be examined by a professional jeweller at intervals of not more than 2 years and any defect which is discovered be remedied immediately

E06 PERMANENTLY WORN

In respect of any item in the Schedule marked (2) cover only applies while such item is being worn on the person

E07 SAFE CONDITION

In respect of any item in the Schedule marked (3) cover only applies while such item is kept in a securely locked safe whenever it is not being worn

E08 ARTICLES IN BANK

In respect of any item in the Schedule marked (4) cover only applies while such item is deposited in a bank or other safe deposit approved by the **INSURERS**

E09 UNATTENDED MOTOR VEHICLE

In respect of any item in the Schedule marked (5) cover will not apply while such item is left in an unattended motor vehicle

E10 MUSICAL INSTRUMENTS

The **INSURERS** shall not be liable for **DAMAGE** to musical instruments arising:

- (a) while any instrument is hired out for reward or lent
- (b) while any instrument is left in an unattended motor vehicle unless contained in a locked boot
- (c) to strings reeds or drum heads

E11 SECURITY CONDITION

Whenever the **HOME** is left unattended or when the residents retire for the night it is a condition precedent to the liability of the **INSURERS** in respect of Theft cover that all the security devices and protections which have been approved or stipulated by the **INSURERS** be in operation

E12 ALARM CONDITION

Whenever the **HOME** is left unattended or when the residents retire for the night it is a condition precedent to the liability of the **INSURERS** in respect of Theft cover that the intruder alarm system which has been approved or stipulated by the **INSURERS** be in operation

ENDORSEMENTS (continued)

E13 FLAT FELT ROOF CONDITION

Endorsement attaching to the BUILDINGS INSURANCE SECTION and the CONTENTS INSURANCE SECTION –

It is a condition precedent to liability of the **INSURERS** in respect of **DAMAGE** caused by peril 7 STORM OR TEMPEST that-

- (a) any flat felted roof portion of the **PREMISES** shall be inspected at least once every two years by a qualified contractor or property surveyor
- (b) any defects identified by such inspections shall be repaired immediately
- (c) a record of such inspections be maintained

E14 SUBSIDENCE EXCLUSION

Endorsement attaching to the BUILDINGS INSURANCE SECTION and the CONTENTS INSURANCE SECTION -

The **INSURERS** will not be liable for **DAMAGE** caused by peril 13 SUBSIDENCE

E15 FLOOD EXCLUSION

Endorsement attaching to the BUILDINGS INSURANCE SECTION and the CONTENTS INSURANCE SECTION -

The **INSURERS** will not be liable for **DAMAGE** caused by peril 8 FLOOD

E16 RIDE ON LAWNMOWERS CONDITION

It is a condition precedent to liability of the **INSURERS** in respect of any ride on lawnmower insured by this Policy that –

- (a) all keys be removed at any time the ride on lawnmower is left unattended
- (b) when not in use the ride on lawnmower be kept in a securely locked building at the **PREMISES**
- (c) the ride on lawnmower not be used in circumstances where insurance or security is required by law

E17 SWIMMING POOLS CONDITION

Endorsement attaching to the LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY–

It is a condition precedent to liability of the **INSURERS** that in respect of any liability caused by or arising from any swimming pool operated by or on behalf of the **INSURED** that

- (a) notice is given to effect use of pool is at guests own risk
- (b) the water is filtered and/or changed weekly or is maintained in accordance with suppliers manufacturers or any qualified maintenance company instructions
- (c) all chemical & other cleaning agent used for pool maintenance purposes are proprietary branded and are applied in accordance with the procedures and directions recommended by the manufacturer or other authorised supplier of such chemical or cleaning agent
- (d) the edges of the pool are kept free from unnecessary obstructions and covered with a non slip surface
- (e) notices displaying water depths and the rules of conduct including but not limited to the following are prominently displayed –
 - 1 Children must be supervised at all times by a responsible adult
 - 2 No diving in areas other than those designated for diving
 - 3 No running in pool side areas

E18 SWIMMING EQUIPMENT EXCLUSION

Endorsement attaching to the LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY–

The **INSURERS** will not be liable for liability arising from the

- (a) provision hire or sale of underwater breathing apparatus or snorkels
- (b) use of diving boards

ENDORSEMENTS (continued)

E18 SWIMMING EQUIPMENT EXCLUSION

Endorsement attaching to the LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY–

The **INSURERS** will not be liable for liability arising from the

- (c) provision hire or sale of underwater breathing apparatus or snorkels
- (d) use of diving boards

E19 SAUNA CONDITION

Endorsement attaching to the LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY–

It is a condition precedent to liability of the **INSURERS** that in respect of any liability caused by or arising from any sauna operated by or on behalf of the **INSURED** that

- (f) it is maintained in accordance with suppliers manufacturers or any qualified maintenance company instructions
- (g) any chemical & other cleaning agent used for cleaning purposes are proprietary branded and are applied in accordance with the procedures and directions recommended by the manufacturer or other authorised supplier of such chemical or cleaning agent
- (h) clear operating instructions are provided to guests
- (i) prominent notices be displayed advising that children must be supervised at all times by a responsible adult

E20 HOT TUB & JACUZZI CONDITION

Endorsement attaching to the LIABILITY INSURANCE SECTION – PUBLIC AND PRODUCTS LIABILITY–

It is a condition precedent to liability of the **INSURERS** that in respect of any liability caused by or arising from any hot tub or Jacuzzi operated by or on behalf of the **INSURED** that

- (j) it is maintained in accordance with suppliers manufacturers or any qualified maintenance company instructions
- (k) any chemical & other cleaning agent used for cleaning purposes are proprietary branded and are applied in accordance with the procedures and directions recommended by the manufacturer or other authorised supplier of such chemical or cleaning agent
- (l) clear operating instructions are provided to guests
- (m) prominent notices be displayed advising that children must be supervised at all times by a responsible adult

E21 ESCAPE OF WATER EXCLUSION

Endorsement attaching to the BUILDINGS INSURANCE SECTION and the CONTENTS INSURANCE SECTION -

The **INSURERS** will not be liable for **DAMAGE** caused by peril 9 ESCAPE OF WATER

ENDORSEMENTS (continued)

E22 DEEP FAT FRYING AND KITCHEN DUCT MAINTENANCE CONDITION

It is a condition precedent to liability of the Company under this section that:

- a) All frying equipment is installed, operated and maintained in accordance with the manufacturers instructions
- b) Any fixed frying equipment including temperature controls, safety devices, fans, filters, traps, grease removal devices and ducts are serviced as per manufacturers guidelines and at least annually by the manufacturer's installer or other competent engineer and records of such services are kept.
- c) Frying equipment including hoods, ducts, fans, extractors and plenums are deep cleaned;
 - a. at least once every 6 months in respect of a deep fat frying range
 - b. at least once every 12 months in respect of electronic floor standing fryers or electronic table top fryers (not being a deep fat frying range)by an independent cleaning service contractor and that records are kept away from the premises.
- d) Where fitted, each and every automatic extinguishing system serving cooking appliances, including hoods, extractors and ducts be serviced and tested at least once every six months by an independent service contractor and records kept
- e) Filters be cleaned at least once a week by the Insured and records kept of this
- f) As a minimum requirement, the premises are fitted with:
 - i. a fixed wet chemical extinguishing installation fitted within the hood of the fryerOR
 - ii. within the vicinity of any deep fat frying range and accessibly sited within any cooking area fire extinguishers be available (including Class F extinguishers) to at least the minimum quantity/rating to comply with the current British Standards and comply with current legislationAND
 - iii. at least one fire blanket to comply with current legislation
 - iv. staff are trained to use equipment
 - v. all extinguishers are maintained in efficient working order ready for immediate use and maintained under an annual service contract
- g) Fryer hoods and/or ducting are fixed and not within 300mm of any combustible partitions, ceilings, doors or floors unless suitably protected by fire resistant substances or materials
- h) Thermostats are fitted to any frying range and other deep fat frying equipment and set to prevent cooking oils and fats rising above 205 degrees centigrade (or the manufacturer's recommended temperature if this is less than 205 degrees centigrade) and include an automatic cut-out in the event of failure of the thermostats and that such thermostats will be maintained in efficient working order
- i) Wherever deep fat fryers are used within the Premises a metal canopy incorporating a heavy duty extractor fan with an integral grease filter is fitted
- j) All power supplies to all deep fat frying appliances will be turned off at the mains (or at the bottle for LPG) at or before the close of business each day AND the deep fat frying appliance must be monitored for at least 30 minutes after the appliance is turned off
- k) Deep fat frying equipment shall not be left unattended or unsupervised whilst the heat source is operating

