

Sports, Social & Leisure Club Insurance Policy Wording



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Introduction

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

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

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

In particular make sure that:

- All the details shown in the **Schedule** and **Statement of Fact** are correct (let your Insurance Intermediary know immediately if any changes are necessary).
- **You** have read the conditions relating to those Sections covered including the General Conditions and Exclusions.
- **You** understand the notes on how to make a claim as stated in General Conditions and **Your** duties in respect of Ministry of Justice Portal Claims as stated in the Procedure for Notifying Claims Section.
- **You** understand the notes and how to make a complaint as stated in the Complaints Section.

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

Important

This **Policy** has been issued to **You** based on the information supplied about **Your Business** and **Your Property** in the **Statement of Fact** and other material information declared which forms the basis of the Contract between **You** and the **Insurers**. It is therefore very important that **You** let **Your** Insurance Intermediary know immediately of any changes that affect the information **You** have disclosed to **Us**.

For example in respect of Sections 6 and 7 any material alterations such as changes in **Your Business** that alters the information **You** have disclosed to **Us**.

Whereas in respect of Sections 1 to 5 inclusive and Section 9 examples may include if **You** move from the **Premises** or if the **Premises** become unoccupied or if anything happens to change the nature of use or the value of the **Property** insured.

This **Policy**, the **Schedule** (including any schedule issued in substitution) and any Clauses or Endorsements shall be read together as one document and shall be collectively referred to as the **Policy**.

Fair Presentation of the Risk

The information **You** have given **Us** is important as **We** use this in setting the terms and premium for **Your** insurance. **You** must make a fair presentation of the risk to **Us** at inception, renewal and variation of the **Policy**. If **You** fail to make a fair presentation of the risk it could adversely affect **Your** insurance and any claim under this **Policy**. Please therefore carefully read the section entitled "Fair Presentation of the Risk".

Premium Payment

You undertake to pay the premium in full to the **Coverholder** (which is deemed payment to **Insurers**) prior to the start of this **Policy**. If the premium has not been paid to the **Coverholder** prior to the start of the **Period of Insurance** as shown on the **Schedule** this insurance shall be null and void and there will be no cover in force.

Guidance Notes in Relation to Collection of Excess

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

When You will be asked to pay the Excess:-

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

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

Insuring Clause

The insurance is underwritten by Thames Underwriting Limited on behalf of the **Insurers** in accordance with the authorisation granted under the Contract Number as detailed in the Coverholder section of Your Policy Schedule.

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

The subscribing **Insurers'** obligations under **Policies** to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurers** who for any reason does not satisfy all or part of its obligations.

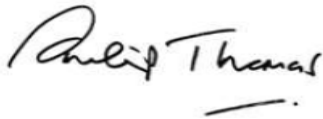
Whereas the **Insured** named in the **Schedule** has made to the **Insurers** a **Statement of Fact** and or declared material information upon which **Insurers** have relied in deciding to accept this Insurance at the terms conditions and premium stated herein and has paid to the **Insurers** the premium specified in the **Schedule**.

The **Insurers** hereby agree to the extent and in the manner hereinafter provided to indemnify the **Insured** against Loss or **Damage** sustained or legal liability for accidents happening during the **Period of Insurance** stated in the **Schedule** after such loss **Damage** or liability occurs.

Provided always that this **Policy** insures only such Sections as are so specified in the **Schedule** as operative.

This **Policy** has been issued and signed on behalf of the **Insurers** by
Thames Underwriting Limited
Monometer House
Rectory Grove
Leigh-on-Sea
Essex
SS9 2HN

Authorised signatory



Director – Thames Underwriting Limited

Customer Information

Compensation

The **Insurers** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **You** under this contract.

If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers Portsoken Street London E1 8BN) and on their website: www.fscs.org.uk.

Data Protection Act 1998

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

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

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

We do not disclose **Your** information to anyone outside the Group except:

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

Sensitive Information

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

Credit Reference Agencies

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

Employers' Liability Tracing Office – Notice to Policyholders

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

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

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

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

- 1) to identify which **Insurers** were providing Employers' Liability cover during the relevant periods of employment and
- 2) to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants their appointed representatives' **Insurers** with potential liability for UK commercial lines Employers' Liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **Policy** **You** will be deemed to specifically consent to the use of **Your** insurance **Policy** data in this way and for these purposes.

Fraud Prevention Agencies

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

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

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

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

Health & Safety at Work Act 1974

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

Workplace risk assessments

Full and effective training

Provision of appropriate personal protective equipment (PPE)

Communication of health and safety procedures

Law and Jurisdiction Applicable to the Insurance - Notice to you

The parties to a contract of insurance are free to choose the law that will apply. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. The language of this contract of insurance will be English.

Lloyd's Privacy Policy Statement

The Certain **Insurers** at Lloyd's want **You** to know how **We** protect the confidentiality of **Your** non-public personal information. **We** want **You** to know how and why **We** use and disclose the information that **We** have about **You**. The following describes **Our** policies and practices for securing the privacy of **Our** current and former customers.

Information We Collect

The non-public personal information that **We** collect about **You** includes, but is not limited to:

- Information contained in applications or other forms that **You** submit to **Us** such as name address and social security number
- Information about **Your** transactions with **Our** affiliates or other third parties such as balances and payment history
- Information **We** receive from a consumer reporting agency such as credit-worthiness or credit history.

Information We Disclose

We disclose the information that **We** have when it is necessary to provide **Our** products and services.

We may also disclose information when the law requires or permits **Us** to do so.

Confidentiality and Security

Only **Our Employees** and others who need the information to service **Your** account have access to **Your** personal information. **We** have measures in place to secure **Our** paper files and computer systems.

Right to Access or Correct Your Personal Information

You have a right to request access to or correction of **Your** personal information that is in **Our** possession.

Contacting Us

If **You** have any questions about this privacy notice or would like to learn more about how **We** protect **Your** privacy please contact the Insurance Intermediary who handled this insurance. **We** can provide a more detailed statement of **Our** privacy practices upon request.

Policy Definitions

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

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

All Other Contents shall include:

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

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

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

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

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

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

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

- 1) Landlords' fixtures and fittings;
- 2) foundations yards car parks paths roads hoardings walls gates and fences around and pertaining to **Your Premises**;
- 3) and in so far as they are not otherwise insured and for which **You** are responsible
- 4) Outbuildings extensions annexes and gangways;
- 5) Fixed Glass and Sanitaryware;
- 6) Fixed Security Cameras and lights;
- 7) Sewage Plants and equipment and the like;
- 8) telephone gas water and electricity meters pipes cables and the like including such property for which **You** are responsible but which is underground and/or in adjoining yards or roadways and which partly or wholly serves to supply the fixed permanent structure(s) at **Your Premises**;

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

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

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

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

Claims Administrators shall mean Woodgate & Clark Limited

Club Officials means **Your** officers and/or committee members including stewards and secretary

Computers means all computer equipment used for the storage and communication of electronically processed data

Computer Virus(es) shall mean a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".

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

Contents means machinery plant fixtures fittings utensils and all other contents relating to **Your Business** at the **Premises** stated in the **Schedule** whether belonging to **You** or held in **Your** care and for which **You** are responsible and includes at the same address

- 1) tenants' improvements alterations and decorations
- 2) contents in outbuildings extensions annexes and gangways
- 3) contents in open yards to the extent that cover by this **Policy** provides
- 4) **Money** for an amount not exceeding 5% of the Sum Insured for **Contents** stated in the **Schedule** or £500 whichever is the lesser
- 5) documents manuscripts and business books but only for the value of the materials as stationery and the cost of clerical labour expended in writing up excluding;
 - a) any expense in connection with producing information to be recorded in them
 - b) the value to you of the information contained in them
- 6) computer systems records
 - a) only for the value of the materials and the cost of clerical labour and computer time expended in reproducing such records
 - b) limited to £5,000 during any one **Period of Insurance** excluding
 - i) any expense in connection with producing information to be recorded in them
 - ii) the value to you of the information contained in them
- 7) patterns models moulds plans and designs
- 8) in so far as they are not insured elsewhere your **Employees'** directors' visitors' and guests' pedal cycles and personal effects (except motor vehicles) for an amount not exceeding £250 for any one pedal cycle and £500 for all other personal effects of any one Employee director visitor or guest

Contents excludes

- 1) landlords' fixtures and fittings
- 2) **Stock**
- 3) any property excluded under Section 1 or under the definition of Theft to this Section
- 4) **Computers**
- 5) **Electronic Office Equipment**

Cost and Expenses means:

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

Coverholder shall mean the Coverholder as named in **Your Schedule**

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

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

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

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

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

Defined Peril shall mean:

- 1) fire excluding **Damage** to the **Property Insured** caused by:
 - a) explosion resulting from Fire;
 - b) earthquake;
 - c) any properties:
 - i) own spontaneous fermentation or heating or;
 - ii) undergoing any heating process or any process involving the application of heat;
- 2) lightning;
- 3) explosion excluding **Loss** or **Damage** by:
 - a) fire resulting from explosion;
 - b) explosion of boilers or of gas used for domestic purposes only;
- 4) aircraft or other aerial devices or articles dropped therefrom excluding **Damage** by Fire;

- 5) riot civil commotion strikers locked-out workers persons taking part in labour disturbances acting on behalf of or in connection with any political organisation excluding **Loss** or **Damage**:
 - a) arising from cessation of work;
 - b) by fire caused by strikers locked out workers persons taking part in labour disturbances or malicious persons;
 - c) occasioned by or happening through confiscation or destruction or requisition by the order of the government or any public authority.
- 6) malicious persons excluding **Loss** or **Damage**:
 - a) arising from cessation of work;
 - b) by fire;
 - c) by theft;
 - d) caused by persons acting on behalf of any political organisation.
- 7) theft (to the extent specified in the Theft Extension of Section 1),
- 8) earthquake;
- 9) storm or flood excluding **Damage** by lightning frost subsidence ground heave or landslip;
- 10) escape of water from any tank apparatus or pipe excluding **Damage** by water from any automatic sprinkler installation;
- 11) impact by any road vehicle or animal.

Electronic Data shall mean facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Electronic Office Equipment means all photocopiers fax machines portable telephones video recorders and video cameras and associated equipment all belonging to **You** or held by **You** in trust for which **You** are responsible

Employee shall mean:

- 1) any person under a contract of service or apprenticeship with **You**.
- 2) any labour master or labour only subcontractor or person supplied by any of them.
- 3) any self-employed person providing labour only.
- 4) any person under a contract of service or apprenticeship with another employer and who is hired or borrowed by **You**.
- 5) any person participating in any government or otherwise authorised work experience training study exchange or similar scheme.
- 6) a voluntary worker.

Excess shall mean the amount stated in the **Schedule** which shall be payable by **You** for each event and which **We** will deduct from each and every claim.

Floodlights means all fixed floodlighting which **You** use for your **Business** at the **Premises** stated in the **Schedule**

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

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

Gross Profit means the amount by which the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress will exceed the sum of the amounts of the opening stock and work in progress and the amount of the Specified Working Expenses.

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

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

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

Injury shall mean bodily injury including death illness and disease.

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

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

Insured Person means:

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

Insurer/We/Us/Our shall mean the Insurer named in **Your Schedule**

Licence shall mean a licence granted to **You** by the Justices for the sale or supply of excisable liquor at the **Premises**

Limit of Indemnity shall mean the maximum liability for **Damages** as specified in the **Schedule** and/or **Policy**.

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

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

Loss or Damage shall mean tangible loss destruction or damage.

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

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

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

Members shall mean any registered social playing or temporary member (having paid an unexpired membership fee) of the **Insured**

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

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

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

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

Policy shall mean:

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

Pollution shall mean pollution or Contamination of the atmosphere of any water land or other **Property**.

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

Product shall mean **Property** which has left **Your** custody or control which has been designed specified formulated manufactured constructed installed sold supplied distributed hired treated serviced altered or repaired by **You** or on **Your** behalf including instructions packaging and labelling.

Property shall mean property which is both physical and tangible.

Proposal shall mean any signed proposal form or declaration and/or any information in connection with this insurance supplied by **You** or on **Your** behalf in addition thereto or in substitution therefore whether at the time of acceptance or prior or subsequent thereto.

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

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

Stands means all spectator stands or dugouts which **You** use for **Your Business** at the **Premises** stated in the **Schedule**

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

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

Territorial Limits shall mean Great Britain Northern Ireland the Isle of Man and the Channel Islands.

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

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

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

Valuables means deeds bonds bills of exchange promissory notes stamp collections jewellery watches furs skins precious stones and articles comprising of them

Section 1 – Property Damage – “All Risks”

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

Cover

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

Amount Payable

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

Indemnity

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

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

The basis upon which the amount **We** will pay in respect of **Buildings Machinery Plant** and **Contents Gaming Amusement and Entertainment Equipment** is to be calculated shall be the reinstatement of the **Property Damaged**.

For this purpose Reinstatement shall mean:

- 1) the rebuilding or replacement of **Property** lost or destroyed which provided **Our** liability is not increased and to a condition equal to but not better or more extensive than its condition when new may be carried out in any manner suitable to **Your** requirements and/or upon another site;
- 2) the repair or restoration of **Property Damaged** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Reinstatement Special Provisions

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

Reinstatement DOVB (Day One Basis)

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

- 1) at Inception and at the commencement of each subsequent **Period of Insurance** **You** shall notify **Us** of the **Declared Value** of such **Property Insured**. In the absence of such declaration the last amount declared by **You** shall be taken as the **Declared Value** for the ensuing **Period of Insurance**;
- 2) the Reinstatement Special Provisions of Reinstatement clause apply to this clause except (a) and (b) are amended to read as follows:
- 3) each item of **Property Insured** under this **Policy** is declared to be separately subject to the following condition of average:
 - a) if at the commencement of **Damage** the **Declared Value** of such **Property Insured** is less than the cost of reinstatement at the commencement of the **Period of Insurance** then **Our** liability for the **Damage** shall not exceed that proportion of the **Damage** which the **Declared Value** bears to such cost of reinstatement. This Proviso applies separately to each **Declared Value** stated in the **Schedule**;
 - b) where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated and **Our** rights and liabilities and **Yours** in respect of **Loss** destruction or **Damage** will be subject to the terms and conditions of this Section including any condition of average as if this clause had not been incorporated, except that the sums insured will be limited to 125% of the declared value;
- 4) in the event of **Damage** the **Our** liability in respect of **Buildings Machinery Plant and Contents Gaming Amusement and Entertainment Equipment** will not exceed the sum insured in respect of each separate premises;

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

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

Extensions

Applicable to Section 1 only

Architects and other fees

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

Automatic Reinstatement of Sum Insured

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

Capital Additions

Newly acquired **Machinery Plant and Contents** insofar as they are not otherwise insured and alterations and additions and improvements to **Your Property** and **Your Premises** but not in respect of any appreciation in value during the current **Period of Insurance** at **Your Premises** provided that:-

- 1) at any one location this cover shall not exceed 10% of the total sum insured at such **Property** and **Premises** or £50,000 whichever is the less;
- 2) **You** undertake to give particulars of such **Capital Additions** within 7 days and to effect specific insurance thereon retrospective to the date of commencement of **Our** liability.

Cleaning of Drains

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

Contract Price

In respect only of goods sold but not delivered for which **You** are responsible and which are subject to a sale contract which following **Damage** is cancelled by reason of its conditions wholly or to the extent of the **Damage Our** liability shall be based on the contract price.

For the purpose of this insurance the value of all goods to which this clause could apply in the event of **Damage** shall also be ascertained on this basis.

Debris Removal

Unless more specifically insured the insurance provided by this Section on **Buildings Stock Machinery and Plant** and **Contents** shall include **Costs and Expenses** necessarily incurred by **You** with **Our** consent following **Loss or Damage** or prevention of **Loss or Damage** resulting from the operation of a **Defined Peril** as stated in the **Schedule** under this section under the following:-

- 1) Removing debris;
- 2) Dismantling and/or demolishing;
- 3) Shoring up or propping up the portion of **Your Premises** and **Property Insured** that has been destroyed or damaged;
- 4) Cleaning and/or clearing drains sewers and gutters of **Your Premises** and **Your Property** or for which **You** are responsible;
- 5) Removing undamaged **Property**;
- 6) Removing extraneous materials from **Machinery Plant** and/or equipment whether or not such **Machinery Plant** and/or equipment has been damaged;
- 7) Site cleaning following **Loss or Damage**;
- 8) Decontamination and/or decommissioning of **Property** whether damaged or not following **Loss or Damage** hereby insured against.

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

- 1) Incurred in removing debris except from the site of such **Property** destroyed damaged and the area immediately adjacent to such **Property**;
- 2) Arising from **Pollution of Property** not insured by this Section of the **Policy**.

Our liability shall not exceed £10,000 any one **Period of Insurance**.

European Union and Public Authorities (Including Undamaged Property)

Subject to the following special conditions the insurance by this **Section** of this **Policy** extends to include such additional cost of Reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- 1) European Union Legislation,
or
- 2) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as "the stipulations") in respect of:
 - a) the lost, destroyed or **Damaged** property thereby insured;
 - b) undamaged portions thereof;

but excluding:

- 1) the cost incurred in complying with the stipulations:
 - a) in respect of **Damage** occurring prior to the granting of this extension;
 - b) in respect of **Damage** not insured by the **Policy**;
 - c) under which notice has been served upon the Insured prior to the happening of the **Damage**;
 - d) for which there is an existing requirement which has to be implemented within a given period;
 - e) in respect of property entirely undamaged by any insured risk.
- 2) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with the stipulations not arisen
- 3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the stipulations.

Special Conditions Applicable to European Union and Public Authorities (Including Undamaged Property) Only

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

Exhibition & Trade Fairs

The insurance by this Section of this **Policy** extends to include **Damage** to **Property Insured** while at exhibitions and trade fairs including in transit anywhere in the European Union (including air and sea transit within the European Union territories on recognised passenger and freight carriage routes unless more specifically insured) except that the **We** will not be liable for:

- 1) **Damage** to watches tobacco cigars cigarettes wines and spirits documents audio equipment radios televisions video equipment and pictures;
- 2) **Damage** caused by theft or pilferage by an **Employee** either as a principal or accessory;
- 3) **Damage** resulting directly from defective packing faulty assembly or dismantling;
- 4) **Damage** recoverable under any other insurance or in any other way;
- 5) **Damage** caused by theft or attempted theft but this exclusion will not apply where the theft or attempted theft takes place from a building or a hard covered motor vehicle and the theft or attempted theft meets the following conditions:
 - a) if the theft or attempted theft takes place from a building the theft or attempted theft must involve entry to or exit from the building by violent and forcible means or must arise from robbery or attempted robbery; or
 - b) the theft or attempted theft takes place from a hard covered motor vehicle (not being any soft-top or open-top motor vehicle) belonging to or under the control of the Insured and the vehicle must be:
 - i) occupied by the **Insured** or **Employee** of the **Insured**; or
 - ii) if unattended all doors windows and other means of entry must be closed and locked and all keys must be removed to a place of safety; and
 - iii) when the vehicle is left unattended between the hours of 9pm and 6am the vehicle must be parked in a securely locked building or garage or in a security compound that is permanently manned and protected by a controlled security barrier or the vehicle is fitted with an immobiliser approved by the insurer and brought into operation;
- 6) any amount in excess of £5,000 any one claim.

Emergency Services Damage

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

Fire Extinguishment Expenses

This Section includes the reasonable costs incurred by **You** for fire extinguishment appliances and replacing used sprinkler heads at **Your Premises** following **Loss or Damage** or prevention of **Loss or Damage** by any of the **Defined Perils** within this Section but **We** shall not be liable for:-

- 1) for costs other than as a direct result of insured **Loss or Damage**.
- 2) for any amount in excess of £1,000.

Landscaping Costs

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

Loss of Metered Gas

This **Policy** extends to include the cost of the loss of metered gas for which **You** are legally responsible arising from **Loss or Damage** at **Your Premises** caused by a **Defined Peril**.

Our liability shall not exceed £5,000 in any one **Period of Insurance**.

Loss of Metered Water or Oil

This **Policy** extends to include the cost of the loss of metered water or oil for which **You** are legally responsible arising from **Loss or Damage** at **Your Premises** caused by a **Defined Peril**.

Our liability shall not exceed £5,000 in any one **Period of Insurance**.

Other Locations

The **Property Insured** by this Section shall include in so far as such property is not otherwise insured:

- 1) **Stock** in any building within the **Territorial Limits** not occupied by **You** (and while in transit thereto and therefrom) subject to a total value of £5,000 in all and a limit of liability of £5,000 at any one location;
- 2) **All Other Contents** other than **Stock** while temporarily removed from the **Premises** in any building not occupied by **You** (and while in transit thereto and there from) within the **Territorial Limits**.

The amount recoverable under this extension in respect of each item of the **Policy** will not exceed the amount which would have been recovered had the **Damage** occurred at the **Premises**.

Professional Fees

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

Purchasers Interest

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

Replacement Locks

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

Seasonal Stock Increase

The **Stock Sum Insured** as stated in the **Schedule** is increased by an additional amount of up to 50% of the stated **Sum Insured** for a maximum period of 30 consecutive days on the two busiest financial trading periods in any one calendar year of the insured **Business**.

Subject to:

- 1) the **Excess** as stated in the **Schedule** under Section B.
- 2) **Loss or Damage** resulting from an operative **Peril** as stated in the **Schedule** under Section B.

Specified Items

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

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

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

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

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

Temporary Removal (Documents)

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

Theft

The insurance provided by this Extension shall mean and is restricted to **Damage** as a result of theft:

- 1) involving forcible and violent entry into or exit from the **Buildings** of the **Premises** or any attempt thereat, or
- 2) following violence or threat of violence against **You** or any director partner or **Your Employee**,

provided always that this Extension does not cover loss destruction or **Damage**:-

- a) to jewellery precious stones bullion furs curiosities;
- b) where any member of **Your** household or any director or partner of **You** is concerned as principal or accessory;
- c) to movable property in the open or in any open sided **Building**.
- d) in respect of **Buildings** which are **Unoccupied**;
- e) to works of art or rare books for a sum in excess of £1,000 for any one work of art or rare book;

and further provided that this Extension shall not apply whenever the **Premises** are closed for **Business** unless:

- i) all protections existing at the commencement date of this **Policy** or subsequently fitted at **Our** request are maintained in proper working order and put into operation; and
- ii) the keys for such protections and the keys of any safes containing any of the **Property Insured** are removed from the **Premises**.

Theft Damage to Buildings

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

Trace and Access

The insurance by this Section of this **Policy** extends to include costs necessarily and reasonably incurred with **Our** consent in locating the source of any escape of water from any fixed water services heating installation or fuel oil used for domestic purpose only including the repair to walls floors or ceilings necessary as a direct result of the location work except that **We** will not be liable:

- 1) for the cost of repairs to any fixed domestic water services or heating installation; or
- 2) for any amount in excess of £2,500 during any one **Period of Insurance**.

Additional Extensions

Applicable to Section 1

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

Deterioration of Stock

The insurance provided by this **Section** includes **Damage** to foodstuffs the property of **You** or held in trust for which they are responsible up to the limit set out in the **Schedule** whilst contained in refrigerating units by deterioration contamination or putrefaction caused by or arising from:

- 1) accidental leakage of refrigerant or refrigerant fumes from the unit
- 2) rise or fall in temperatures as a result of:
 - a) the breaking distortion or burning out of any part of the unit (excluding its own wiring termination including the plug and fuse) arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions;
 - b) non-operation of the thermostatic or automatic controlling devices forming part of the unit;
 - c) accidental failure of the public electricity supply not occasioned by the deliberate act of any supply company.

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

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

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

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

Glass Signs and Sanitaryware

In respect of **Buildings** that are insured under this Section **We** will indemnify **You** in respect of:

- 1) breakage of fixed glass in windows and doors of the **Premises** including the cost of boarding up pending replacement and of sanitary ware.
- 2) **Loss or Damage** to signs including neon signs and fascias at on or in the **Premises** provided that:
 - a) **You** are liable for the cost of repair or replacement;
 - b) there will be no Indemnity under this provision in respect of
 - i) fixed glass and fixed sanitary ware
 - which is broken or **Damaged** at the commencement of this Insurance, or
 - in any **Building** which is **Unoccupied**;
 - ii) any canopies on the **Premises**.

Where **Buildings** are not insured under this Section the **Our** liability shall not exceed the amount shown in **Your Schedule** for any one event.

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

Members Sports Equipment and Personal Effects

Cover is provided for **Members** (other than temporary members) sports equipment and personal effects whilst contained within the **Buildings** at the **Premises** unless the **Member** is entitled to indemnity under any other insurance and for an amount not exceeding £250 any one member and a maximum of £5,000 anyone loss.

Playing Surfaces

This **Policy** extends to include the cost of repair and **Debris Removal** following **Loss or Damage** to playing surfaces at the **Premises** as a result of the following **Defined Perils** only :

fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake impact by any road vehicle or animal falling trees branches and falling aerials. Up to a maximum of £20,000 any one **Period of Insurance**.

Subsidence

Notwithstanding Exclusions 6(a) and 6(b) this Section extends to cover **Damage** caused by Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding;

- 1) the amount of the **Deductible** shown on the **Schedule** in respect of each and every loss after the application of any Condition of Average
- 2) **Damage** to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby
- 3) **Damage** caused by or consisting of;
 - a) the normal settlement or bedding down of new structures;
 - b) the settlement or movement of made-up ground;
 - c) coastal or river erosion;
 - d) defective design or workmanship or the use of defective materials;

- e) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe;
- 4) **Damage** which originated prior to the inception of this cover
- 5) **Damage** resulting from;
 - a) demolition, construction, structural alteration or repair of any property or
 - b) groundwork or excavation at the **Premises**

Special Conditions

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

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

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

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

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

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

Exclusions

Applicable to Section 1 Only

This Section does not cover:

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

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

- 2) **Damage** caused by or consisting of;
 - a) faulty or defective workmanship operational error or omission on **Your** part of or **Your Employee**;
but this shall not exclude;
 - i) such **Damage** not otherwise excluded which itself results from a **Defined Peril**;
 - ii) subsequent **Damage** which itself results from a cause not otherwise excluded.

b) acts of fraud or dishonesty by **Your Employees**

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

- 3) **Damage** caused by or consisting of;
 - a) Corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects;
 - b) change in temperature colour flavour texture or finish;
 - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith;
 - d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates.

But this will not exclude;

- i) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss destruction or **Damage**;
- ii) subsequent **Damage** which results from a cause not otherwise excluded.

- 4) theft or attempted theft other than to the extent of the Theft Extension of this Section.
- 5) Infidelity or dishonesty of **You** or any **Employee** or other persons to whom **Property Insured** may be entrusted nor loss destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme trick device or false pretence or any unexplained loss or loss or shortage disclosed on taking inventory.
- 6) **Damage** caused by or consisting of;
 - a) Subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe;
 - b) normal settlement or bedding down of new structures.

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

Conditions

Applicable to Section 1 only

Deep Frying and Cooking Equipment

It is a condition precedent to **Our** liability that

- 1) all Deep Frying and Cooking Equipment is installed operated and maintained in accordance with the manufacturers' instructions;
- 2) all Deep Frying and Cooking Equipment is fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit);
- 3) where a separate high temperature safety thermostat is fitted this is set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit);
- 4) all Deep Frying and Cooking Equipment including flues and extract system ducting is kept from contact with and not in close proximity to combustible material including any such material within or forming part of the **Buildings**;
- 5) all extraction hoods canopies canopy exhaust plenums filters and grease traps are thoroughly cleaned over the entire internal and external areas by the removal of all greasy and oily deposits and other waste materials every month;
- 6) the entire internal area of all flues and extraction ducting including extraction motors and fans are thoroughly cleaned by the removal of all greasy and oily deposits and other waste materials at least every six months;
- 7) A written record of all such cleaning including details of any contractors employed together with invoices for such work is kept at an alternative location;
- 8) If the entire internal area of all flues and extraction ducting including extraction motors and fans have not been so cleaned within 6 months prior to the inception of this insurance or the addition of this condition then they must be cleaned within 30 days of the inception of this insurance or the additional of this condition and at least every twelve months thereafter;
- 9) suitable fire extinguishers and/or blankets are kept in the frying and cooking area and staff are trained in their use;
- 10) No Deep Frying and Cooking Equipment is left unattended while the heat source is operating nor for a period of twenty minutes after the heat source has been switched off.

For the purpose of this condition Deep Frying Equipment means equipment used for frying by immersing in fat or oil.

Designation

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

Fire Break Doors Shutters and Fire Escapes

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

Fire Doors

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

Fire Extinguishing Appliances and/or Sprinkler Installations

It is a condition precedent to **Our** liability that in respect of **Property Insured** being protected by an automatic sprinkler installation and/or ordinary fire extinguishing appliances in accordance with details lodged with **Us** **You** shall ensure that the undernoted work is carried out:

- 1) in respect of an automatic sprinkler installation:
 - a) the said installation shall be maintained in full working order during the currency of this insurance;
 - b) a test shall be made every week for the purpose of ascertaining that the alarm is in working order and that the stop valves controlling the water supplies of the installation are fully open;
 - c) any defect whether revealed by such tests or otherwise shall be remedied immediately;
 - d) notice shall be given immediately to **Us** should the water supplies be turned off or the sprinkler installation be rendered inoperative from any cause;
- 2) in respect of ordinary fire extinguishing appliances:
 - a) an inspection of the appliances shall be made regularly for the purposes of ascertaining that they are maintained in proper working order and keep a written record thereof;
 - b) any defect shall be remedied promptly whether disclosed by any such inspection or otherwise;
 - c) **You** will establish and maintain a training programme for the operation of fire extinguishing appliances and retain a documented register of all such training for inspection by the **Us** on request.

Grounds Maintenance Equipment Security.

It is a condition precedent to **Our** liability that grounds maintenance equipment and machinery is immobilised and kept in a locked building when not in use.

Heating

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

Heating and Lagging

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

Intruder and Fire Alarm

It is a condition precedent to **Our** liability that as regards **Damage** caused by arising from or contributed to by fire explosion subterranean fire and theft it is agreed as a condition precedent to **Our** liability under this Section where **You** have advised **Us** of the presence of an Intruder or Fire Alarm at **Your Premises You**:

- 1) ensure the alarm system is installed in accordance with the manufacturers' specification and any other of **Our** specifications and no alteration or variation of the system or any structural alteration to the Premises which would affect the system will be made without **Our** prior written consent;
- 2) ensure that the intruder and or fire alarm is in full and efficient working order at all times and regularly serviced under the manufacturer's maintenance contract and any other maintenance requirements stipulated by **Us**;
- 3) notify **Us** forthwith of any defects that arise in such alarm systems procure that such defects are remedied as soon as is practicable and notify **Us** forthwith once such defects are remedied;
- 4) ensure that the intruder alarm is tested and fully set whenever the alarmed portion of **Your Premises** are closed for **Business** or not attended by **You** or any competent adult authorised by **You** to be responsible for the security of **Your Premises**;
- 5) ensure that the fire alarm is tested at least weekly and continually set in active mode;
- 6) notify **Us** immediately of any disconnection or failure of, or downgrading of police or fire brigade response to the system likely to leave any area unprotected;
- 7) ensure that there are available keyholders notified to all appropriate services including police fire service and the alarm maintenance company;
- 8) all keys of the intruder alarm are removed from **Your Premises** at night and whenever they are closed for business or left unattended and where **You** or **Your Employee** occupies part of the **Premises** for residential purposes the keys must be removed from the **Business** part of the **Premises**.

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

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

Maintenance Agreements

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

Minimum Security Requirements

It is a condition precedent to **Our** liability that the following minimum security is installed at the **Premises** and maintained in efficient working order while the **Policy** remains in force:-

- 1) All external doors at the **Premises** and any internal doors which give access to any part of the **Building** not occupied by **You** must be of solid construction and fitted with a mortise deadlock conforming to British Standard 3621;
- 2) Where the doors are double leaf in addition to the said mortise deadlock the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf;
- 3) Any outward opening doors should in addition to the above have each hinge fitted with a hinge bolt;
- 4) All accessible opening windows fanlights and skylights including those accessible from decks roofs fire escapes or downpipes must be fitted with key operated window locks except those opening windows protected by solid steel bars grilles expanded metal or weld mesh;
- 5) All metal shipping containers at the **Premises** must be secured by a closed shackle padlock conforming to CEN Grade 4.

Mortgagees and Other Interests

The interest of any freeholder mortgagee or lessor is noted in the insurance provided by this Section on **Buildings** and the interest of any other party supplying property to **You** under a hiring leasing or similar agreement is noted in the insurance provided by this Section on **Contents** other than **Stock**.

And in the event of any claim hereunder the nature and extent of any such interest shall be disclosed.

Non-Invalidation

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

Premises Electrical Testing

It is a condition precedent to **Our** liability that:

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

PAT Testing

It is a condition precedent to **Our** liability that:

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

Protection Maintenance

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

Rent

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

Roof Maintenance

It is a condition precedent to **Our** liability that any flat roof or part thereof of the **Premises** shall be inspected at least once every two years by a qualified builder or property surveyor and any defect identified by that inspection be repaired immediately.

Any guttering shall be checked for blockages or defects by a competent person at inception or renewal and at six monthly intervals thereafter and any remedial action required to be implemented immediately.

A record of all inspections shall be made and retained by **You**.

Smoking Materials/Auditorium

It is a condition precedent to **Our** liability that the **Premises** shall at the close of **Business** daily be checked for smoking materials and such material shall be placed for disposal in a metal-lidded metal container with the contents of ashtrays and other smoking material receptacles. The contents of these containers are not to be mixed with other combustible materials and the management shall ensure that this is being done by the appropriate liaison with the employee(s) assigned to the task and ensure that appropriate records are kept.

Statutory Requirements

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

Stillage

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

Subrogation Waiver

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

Unoccupied Buildings

In all circumstances where any of **Your Premises** are **Unoccupied** it is a condition precedent to **Our** liability that :

- 1) all gas water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations lighting or alarm systems which are to remain in operation for security or fire protection purposes);
- 2) all water tanks apparatus pipes and heating other than those connected to automatic sprinkler systems must be drained down.
- 3) all reasonable precautions are taken to ensure that the **Buildings** are secure against entry by intruders including:
 - a) securely locking and fastening all doors and windows;

- b) any letter boxes being sealed;
- c) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order.
- 4) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Buildings** at least once a week.
- 5) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming **Unoccupied**.
- 6) the **Buildings** must be inspected at least once every 7 days by **You** or a person nominated by **You** in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections.
- 7) notice is to be given to **Us** when any untenanted or **Unoccupied** building (or part thereof) is again occupied.

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

Waste

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

Workmen

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

Section 2 – Business Interruption – “All Risks”

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

Cover

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

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

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

Amount Payable

Gross Profit / Estimated Gross Profit

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

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

Gross Revenue/Estimated Gross Revenue

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

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

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

Increased Cost of Working

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

Additional Increased Cost of Working

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

Rent Receivable

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

- 1) in respect of loss of **Rent Receivable**: the amount by which in consequence of the **Damage** the **Rent Receivable** during the **Indemnity Period** falls short of the **Standard Rent Receivable**;
- 2) in respect of additional expenditure: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided;

3) minus any sum saved during the **Indemnity Period** in respect of such of the expenses and charges payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Damage**;
 except that if the Sum Insured in respect of **Rent Receivable** is less than the annual **Rent Receivable** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) **Our** liability will be proportionately reduced.

Extensions

Applicable to Section 2 only

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

Automatic Reinstatement of sums Insured

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

Theft

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

Additional Extensions

Applicable to Section 2 only

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

Exhibitions

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

Loss of Attraction

The insurance provided by this Section extends to include loss resulting from interruption of or interference with the **Business** due to **Damage** to **Property** in the vicinity of the **Premises** causing a **Loss of Gross Profit or Gross Revenue** whether **Your Premises** or **Your** are **Damaged** or not.

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

Prevention of Access

The insurance provided by this Section extends to include:-

- a) **Loss** destruction of or **Damage** to **Property** within the vicinity of **Your Premises** which shall prevent or hinder the use of **Your Premises** or access thereto whether the **Premises** or **Property** of the **Insured** therein shall be **Damaged** or not;
- b) interference with **Your Business** carried out at **Your Premises** in consequence of action by the Police Authority following danger or disturbance in the vicinity of **Your Premises** which shall prevent or hinder use of **Your Premises** or access thereto or on the written advice of the Police Authority not to open or to immediately close the **Premises**;
- c) interference with **Your Business** carried out at **Your Premises** in consequence of the said **Premises** containing or being thought to contain a harmful device.

Provided always that:

- a) in respect of the extension granted under paragraph a) **We** shall not be liable in respect of **Loss** or destruction of or **Damage** to **Property** of any supply undertaking from which **You** obtain electricity gas or water or telecommunication services which prevents or hinders the supply of such services to **Your Premises**;
- b) in respect of the extension granted under paragraph b) there shall be no liability under the Extension for loss:-
 - i) arising from any cause within **Your** control;
 - ii) as result of physical **Loss** destruction or **Damage** to **Property**;
 - iii) which is the direct result of repairs or maintenance being carried out to **Property** as a result of inherent defect or wear and tear;
- c) in respect of the extension granted under paragraph c) the Police shall be informed immediately of the presence or suspected presence of the harmful device;
- d) in respect of the extension granted under paragraph b) and c):-
 - i) the **Maximum Indemnity Period** shall not exceed three months;
 - ii) **We** shall not be liable in respect of loss resulting from the first 24 hours of each and every such interruption or interference.

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

Storage Sites:

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

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

Suppliers:

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

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

Supply Utilities

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

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

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

- 2) accidental failure at the **Premises** of:
 - a) the terminal ends of the electricity supply utility service feeders;
 - b) the supply of gas at the supply utility meters;
 - c) the supply of water at the supply utility main stopcock;
 - d) the supply of telecommunication services at the incoming line terminal or receivers not occasioned by
 - i) the deliberate act of any supply authority or by the exercise by any such authority of its power to withhold or restrict supply,
 - ii) any industrial action,
 - iii) drought
 - iv) fault in any part of **Your** installation at **Your** premises.

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

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

Transit:

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

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

Infectious Disease Murder or Suicide, Food or Drink or Poisoning

This Section is extended to cover **Loss of Gross Profit/Revenue** due to:

- a)
 - i) any occurrence of a **Notifiable Disease** (as defined below) at the **Premises** or attributable to food or drink supplied from the **Premises**,
 - ii) any discovery of any organism at the **Premises** likely to result in the occurrence of a **Notifiable Disease**;
 - iii) any occurrence of a **Notifiable Disease** within a radius of 25 miles of the **Premises**;
- b) the discovery of vermin or pests at the **Premises** which cause restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- c) any accident causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- d) any occurrence of murder or suicide at the **Premises**;

Provided that after the application of all other terms conditions and provisions of the **Policy** **Our** liability under this clause in respect of any one **Incident** clause in respect of any one **Incident** shall not exceed the **Limit** stated in the **Schedule**.

Definitions applicable to Infectious Disease Murder or Suicide Food or Drink or Poisoning Extension Only

- a) **"Indemnity Period"** shall mean the period during which the results of the **Business** shall be affected in consequence of the **Damage** beginning;
 - i) in the case of (a) and (d) above with the occurrence or discovery of the incident;
 - ii) in the case of (b) and (c) above with the date from which the restrictions on the **Premises** are applied and ending not later than twelve months thereafter.
- b) **"Premises"** shall mean only those locations stated in the **Schedule**.
- c) **"Notifiable Disease"** shall mean a notifiable human Infectious or contagious disease excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition

Special Provisions Infectious Disease Murder or Suicide Food or Drink or Poisoning Extension only

liable for:

- i) any costs incurred in cleaning repair replacement recall or checking of property.
- ii) loss arising at those **Premises** which are directly subject to the **Damage**.

Notwithstanding anything to the contrary contained within the **Policy** the insurance by this Clause extends to include costs and expenses necessarily incurred with **Our** consent in:

- i) cleaning and decontamination of property used by **You** for the purpose of the **Business** (other than stock in trade);
- ii) removal and disposal of contaminated stock in trade at or from the **Premises** use of which has been restricted on the order or advice of the competent local authority solely in consequence of the **Damage** as defined above provided that our liability shall not exceed £5,000 in any one **Period of Insurance** after the application of all other terms and conditions of this **Policy**.

Exclusions

Applicable to Section 2 Only

Section 2 does not cover:

This Section does not cover:

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

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

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

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

- 3) **Damage** caused by or consisting of;
 - a) Corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects;
 - b) change in temperature colour flavour texture or finish;
 - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
 - d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates;
 - e) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services

But this will not exclude;

- i) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss destruction or **Damage**
- ii) subsequent **Damage** which results from a cause not otherwise excluded

- 4) Theft or attempted theft other than to the extent of the Theft Extension of Section 1 of this **Policy**.
- 5) Infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted nor **Loss** destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any **Property** if induced to do so by any fraudulent scheme trick device or false pretence or any unexplained loss or loss or shortage disclosed on taking inventory.
- 6) **Damage** caused by or consisting of;
 - a) Subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe;
 - b) normal settlement or bedding down of new structures.
- 7) **Damage** resulting from pollution or contamination other than **Damage** to the **Property Insured** not otherwise excluded caused by:
 - a) pollution or contamination which itself results from a **Defined Peril**;
 - b) a **Defined Peril** which itself results from pollution or contamination.

- 8) **Damage** caused by or consisting of or arising directly or indirectly from;
- Disappearance unexplained or inventory shortage misfiling or misplacing of information;
 - erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a **Defined Peril** insofar as it is not otherwise excluded.
- 9) Destruction of or **Damage** to a building or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded.
- 10) **Damage** in respect of movable property in the open fences and gates by theft wind rain hail sleet snow flood or dust.
- 11) **Damage** in respect of curiosities or works of art other than such **Damage** caused by a **Defined Peril** and not otherwise excluded.
- 12) Unless specifically mentioned as insured;
- property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
 - land roads pavements piers jetties bridges culverts or excavations;
 - livestock growing crops or trees;
 - jewellery precious stones bullion furs curiosities;
 - glass (other than by fire or explosion) china earthenware or other fragile or brittle objects;
 - computers and data processing equipment.
- 13) Which at the time of the happening of **Damage** is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies except in respect of any excess or deductible beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- 14) The amount of the **Deductible** stated in the **Schedule** to this **Policy** in respect of each separate **Premises** as ascertained after the condition of **Average** (underinsurance).
- 15) any property more specifically insured by **You** or on **Your** behalf.
- 16) **Damage** happening through or in consequence directly or indirectly of riot or civil commotion occurring in Northern Ireland.
- 17) **Damage** directly or indirectly occasioned by or happening through or in consequence of **Computer Virus(es)** or from erasure or corruption or alteration of **Electronic Data**.
- 18) **Damage** to **Unoccupied Buildings** other than **Damage** caused by the following **Defined Perils**;
- Fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances acting on behalf of or in connection with any political organisation malicious persons earthquake storm or flood and impact.

Conditions

Applicable to Section 2 only

Accumulated Stock

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

Alternative Trading

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

Delayed Loss

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

Departments

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

Limit of Liability

Our liability under this Section will not exceed the lesser of:

- 1) in the whole the total sums insured; or
- 2) in respect of any item of settlement specification its sum insured at the time of the **Damage**; or
- 3) any other sum insured stated in the **Schedule** at the time of the **Damage**;
- 4) the sum insured (or Limit of Liability) remaining after deduction for any other interruption or interference consequent upon **Damage**; occurring during the same **Period of Insurance** unless **We** have agreed to reinstate any such sum insured (or **Limit of Liability**).

Material Alteration

This Section will be void if:

- 1) the **Business** is wound up; or
- 2) carried on by a liquidator administrator or receiver; or
- 3) permanently discontinued or
- 4) **Your** interest ceases otherwise than by death; or
- 5) any alteration is made either in the **Business** or in the **Premises** or property therein whereby the risk of **Damage** is increased (whatsoever the reason for such increase and even if there is no change in the use or physical alteration of the said **Premises** or **Property**) but only from the time that **You** become aware of or with reasonable prudence could have become aware of an increased risk of **Damage**;

at any time after the commencement of this insurance unless **We** agree by memorandum signed by or on their behalf that this Section will continue in force.

Payments on Account

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

Professional Accountants Clause

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

We will pay **You** the reasonable charges payable by **You** to **Your** professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by **Us** under the terms of General Condition Claims Procedure Condition Precedent (Section 1 - 6 only) of this **Policy** and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents.

Reinstatement of Loss

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

Salvage Sale

If following any **Incident** giving rise to a claim under this Section **You** shall hold a salvage sale during the **Indemnity Period** for the purpose of such claim in respect of loss of **Gross Profit** the amount payable as indemnity in respect of **Reduction in Turnover** shall be:-

the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) shall fall short of the **Standard Turnover** in consequence of the Incident, from which sum shall be deducted the **Gross Profit** actually earned during the period of the salvage sale.

Section 1

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

Subrogation Waiver

In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which they might become entitled by subrogation against:

- 1) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**;
- 2) any company which is a subsidiary of a parent company of which **You** are **Yourselves** a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**.

Uninsured Standing Charges

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

Additional Conditions

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

Subsidence

- 1) Notwithstanding Exclusion 7 this Section extends to cover **Damage** caused by Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding;
 - a) the first GBP 1,500 of each and every loss after the application of any Condition of Average;
 - b) **Damage** to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby;
 - c) **Damage** caused by or consisting of;
 - i) the normal settlement or bedding down of new structures;
 - ii) the settlement or movement of made-up ground;
 - iii) coastal or river erosion;
 - iv) defective design or workmanship or the use of defective materials;
 - v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe;
 - d) **Damage** which originated prior to the inception of this cover;
 - e) **Damage** resulting from;
 - i) Demolition construction structural alteration or repair of any **Property**; or
 - ii) groundwork or excavation at the **Premises**.

Special Conditions

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

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

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

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

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

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

Section 3 – Loss of Licence

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

Cover

We will indemnify **You** in the event of the **Licence** granted in respect of the **Premises** being either:

- 1) forfeited under the provisions of the legislation governing such licences; or
- 2) refused renewal by the appropriate licensing authority at the time of renewal

due to causes beyond **Your** control.

Amount Payable

We will pay or make good to **You** all loss for depreciation in value of **Your** interest in the **Premises** and will also pay costs and expenses incurred by **You** with **Our** written consent in connection with any appeal against the forfeiture of or refusal to renew the **Licence**.

Provided that **Our** liability under this Section (including extensions hereto) during any one **Period of Insurance** shall not exceed the sum insured stated in the **Schedule** at the time of the forfeiture of or refusal to renew the **Licence**.

Exclusions

Applicable to Section 3 Only

1) Public Authorities

We will not be liable for any loss under this Section if:-

- a) **You** are entitled to obtain compensation under the provisions of any Act of Parliament in respect of refusal to renew the **Licence**;
- b) before or after refusal to renew or forfeiture of **Your Licence** the **Premises** are required for any public purpose by an appropriate authority;
- c) surrender refusal to renew or forfeiture arises under or results directly or indirectly from:
 - i) any scheme of town or country planning improvement redevelopment surrender or reduction;
 - ii) re-distribution of **Licences** in connection with redevelopment;
 - iii) any alteration of the law affecting the granting or surrender refusal to renew or forfeiture of **Licences**.

2) Control

No claim will arise under this Section unless **You** prove to **Us** to a reasonable satisfaction that such matter was beyond **Your** power or control if:-

- a) any alterations to the **Premises** requiring the consent of the licensing or other necessary authority are made without their approval;
- b) the **Premises** are closed for any period not required by law;
- c) the **Premises** are not maintained in a sanitary or other suitable state of repair or condition;
- d) any direction or requirement of the licensing or other authority is not complied with;
- e) forfeiture of or refusal to renew your **Licence** is caused wholly or partly by or through:
 - i) **Your** misconduct procurement connivance neglect or omission;
 - ii) **Your** omission to take any step necessary to keep the **Licence** in force.

Conditions

Applicable to Section 3 Only

N B **We** consider time to be of the essence in complying with the Conditions applying to this Section

1) On becoming aware of any:-

- a) complaint against the **Premises** or the control of it;
- b) proceedings against or conviction of the holder of the **Licence** or manager tenant or occupier of the **Premises** for any breach of the licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with regard to such person's honesty moral standing or sobriety;
- c) change in the tenancy or arrangement of the **Premises**;
- d) transfer or proposed transfer of the **Licence**;
- e) alteration to the purpose for which the **Premises** are used
- f) objection to renewal or other circumstances which may endanger the **Licence** or its renewal **You** must as soon as possible give notice in writing to **Us** and supply such additional information and give such assistance as **We** may reasonably require;

2) In the event that the holder of the **Licence** or manager tenant or occupier of the **Premises** dies or is incapacitated or deserts the **Premises** or is convicted of any offence (where such conviction affects the character or reputation of the convicted person with regard to such person's honesty moral standing or sobriety) you will where practicable and at **Our** request procure a suitable replacement to whom the Justices will transfer the **Licence** or grant the **Licence** by way of renewal

3) In the event of the **Licence** being forfeited or renewal refused you must:-

- a) give notice in writing to **Us** within 24 hours of learning such event stating the grounds upon which the **Licence** was forfeited or refused renewal;

-
- b) give all such assistance as **We** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow **Us** and their solicitors full discretion in the conduct of such proceedings;
 - c) apply if practicable and required by **Us** for the granting of such new **Licence** for the same or alternative premises as may enable you to continue your **Business** in a similar or alternative form
 - d) provide a statement of your loss (if any) together with such documents statements and accounts as may be reasonably required by **Us** to verify the same and also (if required by **Us**) make a declaration as to the truth accuracy and completeness of your statement and give **Us** free access to **Your Premises** and **Your Business** books and accounts as may be necessary to ascertain the value of the **Premises** and the goodwill of **Your Business**

Section 4 – Goods in Transit

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

Cover

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

Definitions

Applicable to Section 4 only

Property means **Stock** and materials in trade including work in progress belonging to **You** or for which **You** are responsible and connected with **Your Business**.

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

Territorial Limits means United Kingdom the Isle of Man and the Channel Islands including **Transits** directly between such territories.

Extensions

Additional Expenses

The insurance provided by this Section shall include additional costs and expenses reasonably and necessarily incurred by **You** in transferring the **Property** insured to another vehicle or reloading on the original vehicle for onward delivery or return to **Your Premises** and removal of debris due to fire explosion collision or overturning of the carrying vehicle subject to a limit of £1,500 any one event.

Employees Effects

The insurance provided by this Section shall include insofar as the same are not otherwise insured **Loss or Damage to Employees** personal **Property** due to fire explosion collision or overturning of the carrying vehicle subject to a Limit of £500 any one **Employee** any one event.

Ropes/Sheets

The **Property** insured shall include ropes sheets tarpaulins trolleys and the like (excluding wear and tear) whilst in **Transit** subject to a limit of £1,500 any one event.

Exclusions

Applicable to Section 4 only

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

- 10) **Loss or Damage** caused by or consisting of:-
- a) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - b) disappearance or unexplained or inventory shortage;
 - c) evaporation or ordinary leakage;
 - d) theft or any attempt thereat arising whilst any vehicle belonging to **You** or under **Your** control and containing the **Property** insured is left unattended unless:-
 - i) all doors have been securely locked all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed.
 - ii) after the last business transit of the day until collected by the driver for the next business transit the vehicle is housed in a securely locked building of standard construction.
- 11) **Loss or Damage** regarding import shipments until fully discharged or until marine insurance has ceased to cover whichever last occurs.
- 12) **Loss or Damage** arising from seizure or requisition or destruction by order of any government or public authority.

Conditions

Applicable to Section 4 only

Reasonable Precautions conditions

It is a condition precedent to **Our** liability under this Section that **You** shall take all reasonable precautions to prevent **Loss or Damage** by:-

- 1) maintaining vehicles under their control in an efficient and roadworthy condition and ensuring the suitability of the vehicles for the purpose used.
- 2) employing competent and honest person(s) who can be entrusted with the **Property** insured.
- 3) exercising reasonable care in adequately packaging to withstand normal transit including loading and unloading.
- 4) exercising reasonable care in labelling and addressing of the **Property** insured.
- 5) ensuring compliance with regulations relating to storage and transport imposed by any regulatory authority

Section 5 – Book Debts

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

Cover

If the **Your** books of accounts and **Your** other **Business** books or records at **Your Premises** specified in the **Schedule** should be destroyed or damaged by any of the **Defined Perils** stated in Section 2 (hereinafter referred to as the **Loss or Damage**) then **We** will pay **You** the loss sustained in respect of **Outstanding Debit Balances** directly due to the **Loss or Damage** and the amount payable in respect of any one occurrence of **Loss or Damage** shall not exceed:

- 1) the difference between:-
 - a) the **Outstanding Debit Balances**; and
 - b) the total of the amounts received or traced in respect thereof.
- 2) the additional expenditure incurred with **Our** prior consent in identifying and establishing **Outstanding Debit Balances** after the **Loss or Damage**.

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

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

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

Definitions

Applicable to Section 5 only

Outstanding Debit Balances means the total shown in **Your** last audited accounts adjusted for:-

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

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

Conditions

Applicable to Section 5 only

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

Section 6 – Money and Assault

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

Cover

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

- 1) whilst on the **Premises** during **Your** normal **Business Hours**.
- 2) whilst in transit within the **Territorial Limits** or in bank night safe until removed by the bank.
- 3) whilst on the **Premises** outside of **Your** normal **Business Hours** within a locked safe or strongroom.
- 4) whilst on the **Premises** outside of **Your** normal **Business Hours** not within a safe or strongroom.
- 5) whilst on the **Premises** outside of **Your** normal **Business Hours** within an automated teller machine.
- 6) whilst on the **Premises** in gaming/vending machines.
- 7) whilst temporarily within any private dwelling house of the principal or any authorised Director or Partner or **Employee**.
- 8) whilst in the custody and control of authorised collectors.

Definitions

Applicable to Section 6 only

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

Extensions

Applicable to Section 6 only

Non-Negotiable Money

Notwithstanding the limits stated in the **Schedule** cover for **Non-Negotiable Money** belonging to **You** or which is **Your** responsibility and **Our** liability shall not exceed £250,000 any one loss.

Damage to safes and other cash carrying devices/machines

We will pay the cost of repair or replacement of safes strongrooms tills cash registers franking machines and special **Money** carrying cases following loss or destruction of or damage to the devices and machines if **Loss or Damage** results from theft or attempted theft of **Money** or **Non-Negotiable Money** up to a Maximum Limit of £1,000 any one loss

Loss of keys

We will also pay for the necessary replacement of locks (to a Maximum Limit of £250) to any external door to the **Premises** or safe or strong room in them following the loss of keys involving forcible or violent entry to or exit from the **Premises** or the home of any authorised key holder provided that keys relating to any safe or strong room will not be left on the **Premises** overnight.

Loss or Damage to Clothing

Loss or Damage to the clothing of any principal or **Your Employee** as a result of an **Assault** on such principal or **Employee** by any person stealing or attempting to steal **Money** insured herein up to a Maximum Limit of £500 any one person.

Optional Extension

The following Extension is optional and applies if shown in the Schedule applicable to this Section

Fidelity Guarantee

We will indemnify You in respect of:

- 1) direct loss of **Money** or **Property** belonging to **You** or for which **You** are legally responsible caused by an act of fraud or dishonesty by an **Employee** or **Club Official** committed in the course of their employment during the **Period of Insurance** and discovered within 12 months of the act of fraud or dishonesty
- 2) auditors' fees incurred with **Our** written consent solely to substantiate the amount of the claim
- 3) the reasonable cost of amending software programmes or systems necessary following their fraudulent use in connection with a claim

under this extension for which liability is admitted under this **Policy**.

Limit of Indemnity

Irrespective of the number of **Periods of Insurance** during which this insurance (and any other insurance issued in substitution therefore) shall remain in force, **Our** total liability under this extension in respect of all losses attributable to any one **Employee**, **Club Official** or group of **Employees** or **Club Officials** shall not exceed the **Limit of Indemnity** stated in the **Schedule** as applicable to that **Employee**, **Club Official** or group of **Employees** or **Club Officials**.

In the event that one claim is caused by two or more **Employees** or **Club Officials** acting in collusion **Our** liability shall be limited to the higher of the individual **Limits of Indemnity** applicable to the **Employees** involved.

Previous Insurance

If this insurance immediately supersedes a Fidelity Guarantee Insurance effected by **You** (the superseded insurance) **We** will indemnify **You** in respect of any loss discovered during the continuation of this insurance but committed during the period of the superseded insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired.

Provided that:

- 1) such insurance had been continuously in force from the time of the loss until inception of this insurance
- 2) the loss would have been insured by this insurance had it been in force at the time of the loss

Exclusion to Fidelity Guarantee

We shall not be liable for

- 1) loss of interest or consequential loss of any kind
- 2) the **Excess** specified within the **Policy Schedule**
- 3) loss caused by any act of any **Employee** or **Club Official** committed prior to the inclusion of the **Employee** or **Club Official** under this extension

Minimum Standards

You shall operate or bring into force the minimum standards listed below and shall not make any change to these unless **We** are advised and its written approval obtained Compliance with the minimum standards below shall be precedent to **Our** liability and if not observed by **You** **Employees** or **Club Officials** then **You** forfeit all rights to indemnity under this extension

Reference condition

You shall obtain satisfactory references to confirm the honesty of each **Employee** or **Club Official** who will be responsible for money goods accounts computer operations or computer programming engaged after the commencement of this **Policy** such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the **Employee** or **Club Official** is entrusted without supervision references need not be obtained in respect of **Employees** or **Club Officials** who have satisfactorily and continuously served the insured for at least one year in another capacity before being entrusted with the duties referred to above in respect of employees joining directly from school or government sponsored youth training schemes one character reference shall be obtained a written record of any verbal reference shall be made at the time it is obtained the original copy of each written reference and the record of any verbal reference shall be retained by **You** and shall be made available for inspection on **Our** request

Auditors

Your accounts including all subsidiary companies shall be examined by external auditors every twelve months all recommendations or alternative action acceptable to the auditors shall be implemented without delay

Cash receipts

Employees or **Club Officials** receiving cash and cheques in the course of their duties shall be required to remit all Monies received and/or bank in full on the day of receipt or next banking day unless otherwise agreed with **Us**

Reconciliation

independently of **Employees** or **Club Officials** responsible bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unrepresented cheques

Cheque signing

all cheques or other bank instruments drawn for more than £10,000 shall require two manually applied signatures to be added after the amount has been inserted **You** shall advise **Your** bankers accordingly

Cash and petty cash

cash in hand and petty cash shall be checked independently of **Employees** or **Club Officials** responsible at least monthly and without warning every six months

Payroll

the cost of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct at least quarterly and independently of persons responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included

Stocktaking

There will be a physical check on all stock and materials held against verified stock records independent of **Employees** or **Club Officials** responsible at intervals of not more than 12 months

Ordering goods

Different **Employees** or **Club Officials** acting independently shall be responsible for the ordering of stock and materials the recording of receipt of such and authorising payment for them

Statement of Account

Statements of account of all amounts due will be issued at least monthly and direct to customers independently of **Employees** or **Club Officials** receiving or collecting monies Action shall be taken by management if an account becomes three months overdue

Computer Security

Security checks will be built into all computer functions with reconciliations made as necessary responsibilities for authorisation by transactions processing of transactions and handling of output shall be exercised by different **Employees** or **Club Officials**

Annual holiday entitlement

Every Employee or **Club Official** who will be responsible for **Money** goods accounts computer operations or computer programming shall be required to take an uninterrupted holiday of at least two weeks in each calendar year during which they perform no duties and are required to stay away from their place of work

Exclusions

Applicable to Section 6 only

This Section does NOT cover:-

- 1) **Loss or Damage** caused by dishonesty on the part of any of **Your** directors partners or **Employees** not discovered within seven working days of the occurrence.
- 2) **Loss Consequential Loss** or shortages due to depreciation or currency fluctuation or clerical or accounting errors or omissions.
- 3) **Loss** from unattended vehicles.
- 4) Postal sendings.
- 5) **Loss or Damage** arising outside the United Kingdom the Isle of Man and the Channel Islands.
- 6) **Loss or Damage** resulting from a safe or strong room being opened by the use of key or combination code through the key or combination code having been left on **Your Premises** when closed for business or left unattended.
- 7) **Loss or Damage** caused by theft or attempted theft unless following:-
 - a) entry or exit from the **Premises** by forcible and violent means.
 - b) **Assault** violence or threat thereof to **You** or **Your Employees** or person(s) to whom **Your Property** is entrusted.
- 8) **Loss or Damage** in respect of telephone cards exceeding a Maximum Limit £250 unless as expressly increased in the **Schedule**.
- 9) **Loss or Damage** due to the use of counterfeit **Money** or **Non-Negotiable Money**.

Conditions

Applicable to Section 6 only

Advice to Police

You shall immediately inform the police of any **Loss or Damage** and offer them all reasonable assistance.

Money on the Insured Premises

You shall transfer cash from the point of collection where amounts exceed £2,500 into a locked safe or strongroom during **Business Hours** and additionally subject to being within any specified maximum limits for such safe(s) and strongroom(s) on the **Schedule**.

It is a condition precedent to **Our** liability under this Section that **You** hereby undertake to ensure that that all keys/combination numbers to the safe(s) or strong room(s) are kept within a secure place such as a locked cupboard and/or drawer away from the vicinity from such safe(s) or strongroom(s) during **Business Hours** and shall not be left on the **Premises** outside **Business Hours** unless occupied by an authorised **Employee**.

Custodian Condition

It is a condition precedent to **Our** liability that whilst **Your Money** is in transit that **You** shall ensure that as a minimum level of security the number of able bodied and responsible adults or the security carrier used for such transits shall be as described below for the amounts stated:-

- | | |
|--|---|
| 1) Up to £2,500 | One able bodied and responsible adult |
| 2) greater than £2,500 and up to £5,000 | Two able bodied and responsible adults |
| 3) greater than £5,000 and up to £7,500 | Three able bodied and responsible adults |
| 4) greater than £7,500 and up to £10,000 | Four able bodied and responsible adults |
| 5) greater than £10,000 | Approved registered and recognised Security company |

Personal Accident Assault Extension

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

Table of Benefits

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

Definitions of the Personal Accident Assault Extension

Personal Injury means **Injury** which solely and independently of any other cause (except illness directly resulting from medical or surgical treatment rendered necessary by such **Assault**) occasions the death or disablement of such principal or **Your Employee** within twelve calendar months from the date of the occurrence.

Temporary Total Disablement means disablement which entirely prevents the **Insured Person** from continuously engaging in or attending to their usual occupation.

Permanent Total Disablement means a disablement which permanently and continuously disables the **Insured Person** totally and absolutely from attending any occupation and being beyond hope of improvement not being **Loss of Eye** or **Loss of Limb**.

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

Loss of Eye means total and irrecoverable loss of sight of one or both eyes.

Exclusions of the Personal Accident Assault Extension

This extension does NOT cover

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

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

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

- 3) **Age Limitation**
Any person below the age of 16 years or above the age of 70 years.

Conditions of the Personal Accident Assault Extension

Assault

In the event of an **Assault** which causes or may cause disablement within the meaning of this extension any must without delay place themselves under the care of a relevantly qualified medical practitioner.

Medical Examinations

We will not be liable to pay compensation unless the medical adviser(s) appointed by them be allowed as often as they deem necessary to make an examination of the injured person.

Section 7 – Employers Liability

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

Cover

We will indemnify **You** for all sums that **You** become legally liable to pay as **Damages** and **Defence Costs** in respect of accidental **Injury** sustained by **Your Employee** arising out of and in the course of his or her employment or engagement with **You** in connection with **Your Business** and caused during the **Periods of Insurance**.

Limit of Indemnity

Our liability to pay **Damages** and **Defence Costs** shall not exceed the **Limit of Indemnity** stated in the **Schedule** in respect of any one occurrence or series of occurrences arising out of one originating cause.

Employers' Liability Compulsory Clause

The indemnity granted by this Section is deemed to in accordance with such provisions of any law relating to compulsory insurance of liability to **Employees** in the United Kingdom the Isle of Man and the Channel Islands but **You** shall repay **Us** all sums **We** have paid for which **We** would not have been liable to pay but for the provisions of such law.

Geographical Limits

The indemnity provided by this Section shall only apply to **Injury** caused:-

- 1) within the United Kingdom the Isle of Man and the Channel Islands or
- 2) during temporary non manual visits abroad.

Jurisdiction Clause

It is hereby agreed between **Us** and **You** that indemnity provided by this **Policy** shall apply only to judgements against **You** in the Courts of Law of the United Kingdom the Isle of Man and the Channel Islands and not to judgements obtained elsewhere or judgements or orders obtained in said courts for the enforcement of **Foreign Judgements** whether by way of reciprocal agreements or otherwise.

The premium for this **Policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

Exclusions

Applicable to Section 7 only

There will be no indemnity under this Section for

1) Asbestos

Liability for any **Loss** cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal transportation sale or use of **Asbestos** or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to be **Notifiable Asbestos** provided always:

- a) immediately upon discovery all handling removal stripping out demolition storage transportation or disposal of that which is suspected to be **Notifiable Asbestos** ceases until the composition of all such materials is established.
- b) any subsequent handling removal stripping out demolition storage transportation or disposal of **Notifiable Asbestos** is carried out by a HSE licensed contractor on terms which indemnify **You** for all liability arising out of such work.
- c) **We** will pay **Damages** (including **Defence Costs** and criminal prosecution **Defence Costs**) shall not exceed the minimum statutory limit of £5,000,000 in respect of any one occurrence or series of occurrences arising out of one originating cause.

For the purpose of this exclusion **Notifiable Asbestos** shall mean **Asbestos** that by the Control of Asbestos Regulations 2012 (and/or any legislation or similar effect) is required to be handled removed stripped out demolished stored transported or disposed of by a HSE licensed contractor.

2) Fines or Penalties

Liability for:

- a) fines or penalties;
- b) compensation ordered or awarded by a Court of Criminal Jurisdiction;
- c) exemplary punitive or aggravated awards.

3) Hazardous Locations

We shall not be liable under this **Policy** for any legal liability arising out of or in connection with work undertaken on or at any of the following locations or premises:-

- a) any work undertaken **Airside** or in the immediate vicinity of aircraft.
- b) aircraft hovercraft aerospace systems or ships vessels boats (other than at docks harbours boatyards or inland waterways not involving the use of heat).
- c) bridges or viaducts.
- d) chemical or petro-chemical works oil refineries gas works.
- e) dams or cofferdams.
- f) demolition sites.

- g) ministry of defence properties.
- h) **Offshore** installations rigs or platforms.
- i) power stations ore nuclear plants.
- j) quarries mines or collieries.
- k) railways or railway installations.
- l) tunnels over 0.5m diameter.
- m) underground or underwater mines.
- n) underwater subaqueous works or installations.

4) **Motor Liability**

Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 – 2000 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation and/or subsequent similar legislation.

5) **Repatriation Costs**

Repatriation costs and expenses incurred by **You** and/or **Your Employee** who is injured outside the United Kingdom the Isle of Man or the Channel Islands.

Conditions

Applicable to Section 7 Only

Excess Condition

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

Other Insurances

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

Personal Protective Equipment

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

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

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

Extensions

Applicable to Section 7 only

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

Compensation for Court Attendance

In the event of the following persons attending court at **Our** request with a claim under this Section the **We** will compensate **You** at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- a) by **You** or any of **Your** directors or partners £250 per day
- b) by any of **Your Employees** £100 per day

Corporate Manslaughter and Corporate Homicide Defence Costs

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

Provided that:-

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

Unsatisfied Court Judgements

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

Provided that:-

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

Section 8 – Public and Product Liability

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

Cover

We will indemnify **You** for all sums that **You** become legally liable to pay as **Damages** and **Defence** Costs in respect of accidental:-

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

arising out of any **Product** and in connection with **Your Business** and occurring during the **Period of Insurance**.

Limit of Indemnity

Our liability to pay **Damages** shall not exceed the **Limit of Indemnity** stated in the **Schedule** in respect of any one occurrence or series of occurrences arising out of any one originating cause.

Defence Costs other than claimants' **Costs and Expenses** are payable in addition to the **Limit of Indemnity** stated in the **Schedule**.

Geographical Limits

The indemnity provided by this Section shall only apply to **Injury** or **Loss or Damage to Property** occurring:-

- a) within the United Kingdom the Isle of Man and the Channel Islands;
- b) during temporary non manual visits abroad.

Jurisdiction Clause

It is hereby agreed between **Us** and **You** that the indemnity provided to pay **Damages** and **Defence Costs** shall be granted in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America and Canada or their possessions or protectorates (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or part). The premium for this **Policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of the United States of America or Canada or their possessions or protectorates unless **You** have requested that there shall be no such limitation and has accepted the terms offered by **Us** in granting such cover which offer and acceptance must be signified by specific endorsement to this **Policy**.

Exclusions

Applicable to Section 8 only

There will be no indemnity under this Section for

- 1) **Abuse**
Liability directly or indirectly resulting from or in connection with allegations of abuse or rape of any nature whatsoever whether proven or otherwise.
- 2) **Advice and Professional Services**
Liability caused by or arising from any advice design or specification given by **You** or on **Your** behalf for a specific fee.
- 3) **Aircraft Hovercraft and Watercraft**
Liability caused by or arising from:
 - a) the ownership possession or use by **You** or on **Your** behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less);
 - b) any **Products** known by **You** to be for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes.
- 4) **Application of Heat**
Liability directly or indirectly resulting from or in consequence of the performance of work involving the application of heat
- 5) **Asbestos and Hazardous Substances**
Liability for any **Loss or Damage** cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to **Asbestos** or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- 6) **Beautician Treatment Exclusion**
Liability directly or indirectly resulting from or in consequence with the provision of any beauty treatments, hair cutting, hair dyeing, hair dressing, face and beauty treatment, cosmetic treatment, manicure, pedicure or counseling services on beauty, face care or make-up or such other similar services
- 7) **Biological or Chemical Materials**
Liability for **Loss or Damage** costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

8) **Care Custody and Control**

Liability for **Loss or Damage to Property and Premises** owned leased tenanted or hired by or under hire purchase or on loan to **You** or in **Your** care custody or control other than:-

- a) **Employees** and visitors clothing and personal effects;
- b) **Premises** (including the contents thereof) temporarily occupied by You for work therein but no indemnity is granted for **Loss or Damage** to that part of the **Property and Premises** (or the contents thereof) on which **You** are working and which arises out of such work.

9) **Component Building Material**

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

10) **Contractual Liability and Performance Warranties**

Liability assumed under contract or liability arising out of liquidated damages clauses penalty clauses or performance warranties unless liability would have attached in the absence of such contractual clauses or warranties.

11) **Cyber Liability**

Liability for **Loss or Damage** associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

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

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

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

12) **Deliberate Acts**

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

13) **Excess**

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

14) **Fines Liquidated Damages or Penalties**

Liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages.

15) **Fungus and Moulds**

Liability for any **Loss or Damage** and/or **Injury** directly or indirectly arising from fungi mould or bacteria of any kind and/or any by-product or related type of condition of the aforementioned including but not limited to mildew spore(s) and mycotoxins.

For the purpose of this exclusion **Injury** is extended to include mental anguish mental injury and/or emotional distress.

16) **Hazardous Locations**

Liability arising out of or in connection with work undertaken on or at any of the following locations or premises

- a) refineries bulk storage or production premises in the oil gas or chemical industries.
- b) **Offshore** structures.
- c) aircraft hovercraft aerospace systems or watercraft (other than at docks harbours boatyards or inland waterways not involving the use of heat).
- d) railways.
- e) airports or aerodrome runways manoeuvring areas or aprons control towers or those parts of airports or aerodromes to which aircraft have access including hangers. Notwithstanding the above **We** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of **Damage** to aircraft or arising out of the inability of aircraft to fly.

17) **Inflatable Rides**

Liability directly or indirectly resulting from or in consequence with inflatable rides

18) **Injury to Employees**

Liability to any **Employee** for **Injury** arising out of and in the course of their employment by **You**.

- 19) **Mechanically Propelled Vehicles**
 Liability caused by or arising from the ownership possession or use by or on behalf of **You** of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
- 20) **Medical, Physiotherapy and Sports Treatment**
 Liability directly or indirectly resulting from or in consequence with the provision of any medical, physiotherapy or sports injury products and/or treatments other than first aid or administration of prescribed drugs or medicines
- 21) **Misuse of the Internet and Extra-net**
 Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the **Insured(s)** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.
- 22) **Motor Liability**
 Liability arising out of the ownership possession or use by or on behalf of **You** or any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability:-
- caused by the use of any work equipment or personal protective equipment or plant added to the vehicle after supply and forming part of or attached to or used in connection with any motor vehicle or trailer.
 - arising beyond the limits of any highway carriageway thoroughfare of other public place caused by the loading or unloading of any motor vehicle or trailer.
 - for **Loss or Damage** to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or the load carried thereon.
 - arising out of the use of any motor vehicle or trailer temporarily in **Your** custody or control for the purpose of parking and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer.
- 23) **Pollution Liability other than sudden and accidental**
 Liability arising out of **Pollution** for all sums which **You** become legally liable to pay as **Damages** and **Defence Costs** in respect of:
- Injury** to any person.
 - Loss or Damage to Property.**
- Other than arising out of sudden and accidental **Pollution** in connection with **Your Business** and occurring in its entirety during the **Period of Insurance** but only to the extent that **You** can demonstrate that such **Pollution**:-
- was the direct result of a sudden specific accidental and identifiable event occurring during the **Period of Insurance** and
 - was not the direct result of **You** failing to take reasonable precautions to prevent such **Pollution**.
- The indemnity provided as a result of a) and b) above shall not provide indemnity in respect of:
- Loss or Damage to Premises** presently or at any time previously owned or tenanted by **You**.
 - Loss or Damage** to land or water within or below the boundaries of any land or **Premises** presently or at any time previously owned or leased by **You** or otherwise in Your care custody or control.
 - Loss or Damage or Injury** in the United States of America and/or Canada and/or their possessions or protectorates.
- Further to the extent coverage may be provided under this exclusion any payments shall be subject to the following limitations:
- indemnity under this Section shall be subject to the **Limit of Indemnity** stated in the **Schedule** both in respect of any one occurrence or event and also in the aggregate for the **Period of Insurance**.
 - indemnity under this section in respect of **Products** shall be subject to the stated in the **Schedule**.
 - provided always that the total indemnity payable in respect any one occurrence or event under Public and Products Liability shall never exceed the aggregate **Limit of Indemnity** stated in the Schedule under this section.
- 24) **Recall of Products**
 Liability arising from or in respect of the recall of any **Product** or part thereof.
- 25) **Replacement or repair of defective Products**
 Liability for the cost of making good repairing altering removing or replacing any defective or incorrect **Products** or making any refund.
- 26) **Sporting Participation**
 Liability directly or indirectly resulting from or in consequence of any Injury to any person playing in, training for or practicing any contact sport.
- 27) **Sun Beds**
 Liability directly or indirectly resulting from or in consequence with sun beds or other tanning treatments using a light source

Conditions

Applicable to Section 8 only

Boating Facilities

It is a condition precedent to **Our** liability to **You** that any motorised boats or any other water craft belonging to **You** do not exceed 5 metres in length and furthermore in connection with the hiring out of non-mechanically propelled boats:

- a) lifesaving equipment and means of summoning emergency assistance should be available at all times;
- b) all boats are inspected every morning and any boats which are or become defective are removed from use until such defects are remedied;
- c) life jackets are available for use by hirers of boats at no extra charge and all hirers are required to wear such jackets;
- d) a motorised rescue boat in good working order will be available at all times and in this connection coverage extends to indemnify **You** in respect of the use of such rescue or safety boat provided that such boat is only used by **You** or your **Employees**.

Bona Fide Sub Contractors

It is a condition precedent to **Our** liability that **You** shall require all subcontractors to engage and maintain Employers' Liability and Public Liability policies that provide:

- a) Employers Liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence;
- b) Public Liability coverage with an indemnity limit of not less than the limits provided by this **Policy**;
- c) An Indemnity to **You** as Principal.

You shall implement a system to check that such insurance is in force and such check shall be logged and details maintained for inspection by **Us** when required.

It is a further condition that **You** do not assume by agreement any liability or potential liability that would not have attached to **You** in the absence of such an agreement including but not limited to the assumption of any liability or potential liability on behalf of any bona-fide subcontractor or the waiver of any rights of recourse against any bona-fide subcontractor.

Childrens Playground

It is a condition precedent to **Our** liability that where a Children's Play Area is provided at the **Premises**:

- a) all equipment is maintained and serviced in accordance with the manufacturers' instructions
- b) appropriate safety signs are provided where necessary that give instructions on safe use of the equipment
- c) all equipment is structurally safe and being operated in a safe manner, compliant with all relevant regulations and legislation covering the use of such equipment.
- d) signs should be displayed saying that children under the age of 12 should not use the equipment without adult supervision.

Fishing

It is a condition precedent to **Our** liability that where **You** provide Fishing facilities:

- a) lifesaving equipment and means of summoning emergency assistance are available at all times;
- b) lone fishing by persons under the age of 14 is expressly forbidden;
- c) local byelaws are complied with;
- d) signage is clearly visible indicating the dangers inherent to this activity.

Discharge of Liability

We may at any time pay to **You** or anyone else entitled to indemnity under this Section:

- a) the amount stated as the **Limit of Indemnity** in the **Schedule** applicable to this Section after deducting any sum or sums already paid as compensation and any **Costs and Expenses** paid by **Us**; or
- b) any lesser amount for which any claim or claims can be settled.

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

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

Inspection of Public Areas

It is a condition precedent to **Our** liability that the **You** shall maintain and implement a fully documented inspection procedure in respect of all areas to which the public have access and maintain formal records of the outcome of such inspections and **You** shall also procure that any necessary remedial work or other action identified as being required as a result of that inspection is properly carried out without delay.

Swimming Pools

It is a condition precedent to **Our** liability that where swimming facilities are provided:

- a) all steps are taken to prevent public access when the facility is not open;
- b) signs are displayed in the pool area showing the depth of the water;
- c) suitable rescue equipment is available;
- d) where the pool is not constantly supervised an alarm or telephone is in place to summon help in an emergency;
- e) a written safety procedure exists which should be displayed at the entrance changing rooms and poolside including the following information:

- i) the times when the pool is open;
- ii) a clear warning if the pool does not have a lifeguard;
- iii) children must be supervised by an adult;
- iv) adults should not bathe alone;
- v) diving is prohibited;
- vi) locations and the use of rescue equipment;
- vii) the location and use of emergency telephone/alarm and instructions on its use in an emergency.

Toilet Cleaning and Spillage

It is a condition precedent to **Our** liability that **You** must have fully documented toilet inspection, cleaning and spillage programme in place with documentation signed by the operatives concerned and retained

Extensions

Applicable to Section 8 only

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

Compensation for Court Attendance

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

- a) by **You** or any of **Your** directors or partners £250 per day
- b) by any of **Your Employees** £100 per day

Consumer Protection Act 1987 – Legal Defence Costs

We will indemnify **You** or at the request of **You** any Director or **Your Employee** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of part 11 of the Consumer Protection Act 1987 or subsequent Act or any regulations made thereunder committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with **Our** consent in an appeal against conviction arising from such proceedings provided always that:-

- a) The criminal proceedings relate to an offence committed in the course of **Your Business** as defined within;
- b) This extension shall apply only to proceedings brought in the United Kingdom the Isle of man and the Channel Islands;
- c) **We** shall not be liable under this extension:
 - i) where **You** or any Director or **Your Employee** is insured by any other policy of insurance;
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission by **You** any Director or **Your Employee**;
 - iii) in respect of legal costs and expenses which **You** or any Director or **Your Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission by **You** or any Director or **Your Employee**;
 - iv) in respect of fines or penalties;
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above;
 - vi) unless **We** have the sole conduct and control of all claims.
- d) **You** or any Director or **Your Employee** shall give **Us** immediate notice of any summons or other process served upon **You** any Director or **Your Employee** and of any event that may give rise to proceedings against **You** any Director or **Your Employee**.
- e) **Our** liability in respect of this extension shall not exceed £250,000 any one loss;
- f) This extension is subject to terms limitations and conditions of this Section and **Policy** in so far as they can apply.
- g) **Our** total liability to pay compensation shall not exceed the **Limit of Indemnity** under this Section.

Contingent Motor

Notwithstanding Exclusion 18 under this Section **We** will indemnify **You** under the Employers' Liability section excluding those persons defined under the definition of **You** in respect of **Injury** or **Loss or Damage to Property** arising out of the use of any licensed motor vehicle by **Your Employee** in the course of **Your Business** which is not the **Property** of or provided by **You** provided always that **We** shall not be liable:-

- a) for **Loss or Damage** to the vehicle and its contents;
- b) where cover is provided by another insurance policy;
- c) where it is used in circumstances in which it is compulsory for **You** stated in the **Schedule** to insure as a requirement of any Road Traffic legislation;
- d) In respect of liability where the vehicle is being driven outside of the United Kingdom the Isle of Man or the Channel Islands.

Cross Liabilities

This **Policy** is extended to include liability in the event that **You** are legally liable to any other **Insured** and will indemnify each **Insured** party under the Public Liability section in the same manner as and to the same extent that they would be so entitled under a separate insurance issued to them but provided always that **Our** total liability to all such **Insureds** shall not thereby exceed the **Limit of Indemnity** under this **Policy**.

Data Protection Act

We will indemnify **You** against liability at law incurred by **You** under Section 13 of the Data Protection Act 1998 or subsequent Act in connection with personal data as defined in said Act held by **You** provided always that **We** shall not be liable for:-

- a) the payment of fines and penalties;
- b) the cost of replacing reinstating rectifying or erasing any personal data.

Defective Premises Act

We will indemnify **You** against liability at law incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or any subsequent Act in connection with **Premises** which have been disposed of by **You** provided always that **We** shall not be liable under this extension:-

- a) for the cost of remedying any defect or alleged defect in the said **Premises**;
- b) in respect of liability more specifically insured any other insurance.

Employees Vehicles (Contingent Liability)

Exclusion 16 of this Section excludes mechanically propelled vehicles but **We** will indemnify **You** for liability caused by or in connection with any vehicle owned by an **Employee** which is being used in the course of **Your Business** excluding any liability:-

- a) arising when such vehicle is being driven
 - i) by **You**;
 - ii) with **Your** consent by anyone whom **You** know does not hold a license to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a license;
- b) for physical **Loss or Damage** to any such vehicle;
- c) for any use outside the **Territorial Limits**.

Food Safety Act and Consumer Protection Act Defence Costs

You and also at **Your** request any of your directors partners or **Employees** for legal costs and expenses incurred:-

- a) in defending any prosecution for breach of duty
- b) with **Our** consent in an appeal against a conviction resulting from prosecution under Part II of the Consumer Protect Act 1997 or Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 committed or alleged to have been committed during the **Period of Insurance** where circumstances may otherwise give rise to a claim under this Section.

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

Health and Safety at Work Legal Defence Costs

In the event of:-

- a) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom; or
- b) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975
We will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **Period of Insurance** within the United Kingdom and in the course of **Your Business**.

Provided that:

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

Indemnity to Directors and Employees

In the event of any claim in respect of which **You** named in the **Schedule** hereto would be entitled to receive indemnity under this Section brought or made against:

- a) any of **Your** directors partners or **Employees** in respect of liability for which **You** would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against **You**
- b) any officer or member of **Your** social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such.

Indemnity to Others

In the event of any claim in respect of which **You** named in the **Schedule** hereto would be entitled to receive indemnity under this Section brought or made against:

- a) the legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person.
- b) any principal in like manner to **You** where any contract or agreement entered into by **You** for the performance of work so requires in respect of the principal's liability arising from the performance of work by **You**.

Leased and Rented Premises

Exclusion 6(a) of this Section does not apply to physical **Loss or Damage** to **Premises** leased or rented to **You** in connection with **Your Business**.

Overseas Personal Liability

You and if **You** so request

- a) any of **Your** directors partners or **Employees**
- b) **Your** spouse or child or any spouse or child of **Your** director partner or **Employee** accompanying **You** or accompanying such director partner or **Employee**.

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

- i) arising from any contract or agreement unless liability would have existed otherwise.
 - ii) arising out of the ownership or occupation of land or **Buildings**.
 - iii) arising from the carrying on of any trade or profession.
 - iv) where indemnity is provided by any other insurance.
- c) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft

Territorial Limits

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

Vehicles used as a Tool of Trade

Exclusion 19 of this Section excludes mechanically propelled vehicles but **We** will indemnify **You** for **Your** liability arising out of:-

- a) the use in connection with **Your Business** of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade;
- b) the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer.
excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance.

Additional Extensions

Applicable to Section 8 only

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

Member to Member

This Insurance is extended to include liability where so requested by **You** as if individual Insurance had been issued to each **Member** of the **Insured**

Provided that

- a) this Insurance will not apply where a more specific insurance is in force
- b) nothing contained herein shall be deemed to increase the Insurer liability under the **Limit of Indemnity**

Insurers shall have no liability under this extension to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any bodily injury any person playing in, training in, or practising any contact sport

Section 9 – Computers

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

Definitions

The following definitions apply for the purposes of this Section only

Accident shall mean;

- a) **Damage** insured under Sub-Sections A or B of this Section
- b) **Damage** recoverable under guarantee or under a maintenance, rental, hire or lease agreement on the **Computer Equipment** or **Portable Equipment**
- c) the accidental failure or fluctuation of the public supply of electricity at the terminal point of the supply undertaking's feed to the **Premises** from any cause not specifically excluded
- d) the accidental failure of any telecommunications system used in connection with the computer operations
- e) the accidental failure of the internal distribution wiring within the **Premises** for supply of electricity from mains to the **Computer Equipment** or **Portable Equipment** from any cause not specifically excluded.

Ancillary Equipment shall mean all equipment solely for use with the **Computer Equipment** comprising air conditioning and cooling equipment, generating equipment, voltage regulating equipment, satellite and telecommunication links, computerised telephone exchanges, electronic access equipment and temperature and humidity recording equipment.

Computer Equipment shall mean all equipment (including fixed disks and interconnected wiring) used for processing electronic data together with visual display units, printers and **Data Carrying Materials** but excluding;

- a) **Portable Equipment** away from the **Premises**
- b) equipment held as stock or customer equipment held in trust
- c) Facsimile and photocopying machines, digital cameras and similar machinery not associated with the processing of electronic data
- d) Any equipment controlling or monitoring any manufacturing process.

Data Carrying Materials shall mean all current back-up disks, tapes or other materials but excluding fixed disks and paper records of any description.

Indemnity Period Is the period beginning with the occurrence of the **Accident** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the **Accident** provided that no liability shall attach in respect of;

- a) any loss where the period of interruption does not exceed 24 consecutive hours
- b) accidental failure of the public supply of electricity where the duration of such accidental failure does not exceed 30 consecutive minutes
- c) any period exceeding the length of time during which the **Business** would have been affected as a consequence of the **Accident** had no other loss or damage to the **Premises** in which the **Computer Equipment** or **Portable Equipment** is situated or the contents thereof occurred.

Maintenance Agreement shall mean a contract providing on-call remedial and/or corrective maintenance with all parts and labour at an inclusive cost.

Portable Equipment shall mean personal computers, small micro computers and the like designed to be carried by hand used for processing electronic data but excluding any such **Computer Equipment** used solely at the **Premises**.

General Condition Sub-Section A – Damage to Computer Equipment

This Sub-Section is applicable only where specifically included in the **Schedule**

Cover

If **Damage** occurs to **Computer Equipment** and/or **Data Carrying Materials** whilst at any **Premises** We will in accordance with the provisions of this Sub Section pay to **You** the amount of loss or at **Our** option reinstate or replace such **Computer Equipment** and/or **Data Carrying Materials**

Amount Payable

In the event of the **Computer Equipment** being **Damaged** the basis upon which the amount payable is to be calculated shall be;

- a) where the **Computer Equipment** is **Damaged** to the extent that it cannot be economically repaired its replacement by similar **Computer Equipment** of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is impossible to replace **Computer Equipment** of similar capacity replacement will be by **Computer Equipment** of the next higher capacity
- b) where the **Computer Equipment** is damaged the repair of the **Damage** and the restoration of the **Damaged** portion of the **Computer Equipment** to a condition substantially the same as but not better or more extensive than its condition when new provided that;
 - i) the work of reinstatement is commenced and carried out with reasonable despatch
 - ii) where the **Computer Equipment** is **Damaged** in part only **Our** liability shall not exceed the sum representing the cost which would have been paid if the **Computer Equipment** had not been wholly destroyed
 - iii) no payment shall be made until reinstatement costs have actually been incurred

iv) where for any reason a payment cannot be made in accordance with a) and b) above **Our** liability will be arrived at as if this basis of settlement had not been incorporated and shall be subject to the terms and conditions of the **Policy**.
provided always that **Our** liability in any one **Period of Insurance** shall not exceed in respect of any items its **Sum Insured** or any stated **Limit of Indemnity** and in the whole the total **Sum Insured** all as stated in the **Schedule**.

Extensions

This **Section**, subject to its terms, conditions and exclusions is extended to include, within the **Sum Insured** and not in addition thereto:

Accidental Discharge of Gas Systems Extension

Costs incurred in refilling the cylinders of any gas flooding systems installed solely for the protection of the **Computer Equipment** arising out of the accidental discharge of such systems provided that **Our** liability shall not exceed £10,000 any one occurrence.

Additional Computer Equipment Extension

Additional **Computer Equipment** acquired during the **Period of Insurance** up to a maximum of £100,000 or 20% of the **Sum Insured** as specified under Sub-Section 1 of this Section whichever is the lower subject to **You** notify **Us** as soon as practicable and, in any event, at intervals of not more than 6 months and to effect specific insurance thereon retrospective to the date of the commencement of the **Your** responsibility.

Anti-Theft Devices Extension

Costs necessarily and reasonably incurred to repair or replace any anti-theft devices fitted to the **Computer Equipment** solely for the purpose of security consequent upon **Damage** provided that **Our** liability shall not exceed £10,000 any one occurrence.

Debris Removal Extension

Costs necessarily and reasonably incurred in the removal of **Computer Equipment** consequent upon **Damage** provided that **Our** liability shall not exceed £10,000 any one occurrence.

Incompatibility of Software/Programs Extension

Where **Damage** to the **Equipment** results in undamaged software/programs which are incompatible with the replacement **Computer Equipment** **We** will at **Our** option pay for either;

- a) necessary modifications to the replacement **Computer Equipment**
- b) the conversion of the undamaged software/programs into a format compatible with the replacement **Computer Equipment**

and the cost of replacing incompatible **Data Carrying Materials** where necessary provided that **Our** liability shall not exceed £10,000 or the **Sum Insured** specified under Sub-Section A of this Section whichever is the lower.

Our liability under this Sub-Section does not cover;

- a) the amount of the **Excess** specified in the **Schedule**
- b) loss of use of the **Computer Equipment** or other **Consequential Loss** of liability of any nature whatsoever
- c) **Damage** recoverable under any guarantee or maintenance rental hire or lease agreement
- d) the cost of reinstating data whether recorded on disks tapes or otherwise
- e) **Damage** to **Computer Equipment** arising from its own breakdown or derangement.

Loss Prevention Measures Extension

Any reasonable costs incurred by **You** to avoid or mitigate **Damage** which would otherwise be inevitable subject to the **Our** liability not exceeding £10,000 any one occurrence provided that;

- a) the impending **Damage** does not stem from any reasonable, foreseeable or gradually developing cause and **We** are satisfied that **Damage** has been avoided or mitigated as a result of the measures taken
- b) the **Policy** terms, exceptions and conditions shall apply as if **Damage** had occurred.

Repair Investigation Costs Extension

Where approved by **Underwriters** costs including consulting engineers fees necessarily and reasonably incurred in the reinstatement of the **Computer Equipment** consequent upon **Damage** but not for preparing any claim provided that **Our** liability shall not exceed £10,000 any one occurrence.

Software/Programs Extension

The cost of reinstating software/programs in consequence of erasure, distortion or corruption occurring during the **Period of Insurance** and resulting directly from an identifiable cause.

Temporary Repairs and Expediting Costs Extension

In the event of **Damage** to the **Computer Equipment** additional expenses necessarily and reasonably incurred in making temporary repairs and/or expediting repairs provided that **Our** liability shall not exceed £10,000 any one occurrence.

Sub-Section B – Damage to Portable Equipment

This Sub-Section is applicable only where specifically included in the **Schedule**

Cover

If **Damage** occurs to **Portable Equipment** within the territorial limits stated in the **Schedule** **We** will in accordance with the provisions of this Section pay to **You** the amount of loss or at **Our** option reinstate or replace such **Portable Equipment**

Amount Payable

In the event of the **Portable Equipment** being **Damaged** the basis upon which the amount payable is to be calculated shall be;

- a) where the **Portable Equipment** is **Damaged** to the extent that it cannot be economically repaired its replacement by similar **Portable Equipment** of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is impossible to replace **Portable Equipment** of similar capacity replacement will be by **Portable Equipment** of the next higher capacity
- b) where the **Portable Equipment** is damaged the repair of the **Damage** and the restoration of the **Damaged** portion of the **Portable Equipment** to a condition substantially the same as but not better or more extensive than its condition when new provided that;
 - i) the work of reinstatement is commenced and carried out with reasonable despatch
 - ii) where the **Portable Equipment** is **Damaged** in part only **Our** liability shall not exceed the sum representing the cost which would have been paid if the **Portable Equipment** had not been wholly destroyed
 - iii) no payment shall be made until reinstatement costs have actually been incurred
 - iv) where for any reason a payment cannot be made in accordance with a) and b) above **Our** liability will be arrived at as if this basis of settlement had not been incorporated and shall be subject to the terms and conditions of the **Policy**.

provided that the **Underwriters** liability in any one **Period of Insurance** shall not exceed in respect of any items its **Sum Insured** or any stated **Limit of Indemnity** and in the whole the total **Sum Insured** all as stated in the **Schedule**.

Sub-Section C – Increased Cost of Working

This Sub-Section is applicable only where specifically included in the **Schedule**

Cover

We will indemnify **You** against interruption or interference to the computer operations of the **Business** in consequence of the **Accident**.

The insurance is limited to increase in cost of working and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the **Business** during the **Indemnity Period** stated in the **Schedule** in consequence of the **Accident** less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** as may cease or be reduced in consequence of the **Accident**.

Cover extends to include;

- a) Professional Accountants Charges
- b) Additional Rental Charge
- c) Reinstatement of Data

To the extent that **You** are accountable to the Tax Authorities for Value Added Tax all terms in this Sub-Section shall be exclusive of such Tax.

Amount Payable

The amount payable under this Sub-Section in any one **Period of Insurance** shall not exceed the **Sum Insured** stated in the **Schedule**.

Our liability under this Sub-Section does not cover;

- a) interruption or interference to the computer operations of the **Business** due to:-
 - i) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system
 - ii) a scheme of rationing not necessitated solely by accidental **Damage** to the public supply undertaking's generating or supply equipment
 - iii) intentional overloading or experiments involving the imposition of abnormal conditions
- b) interruption of or interference to the computer operations of the **Business** due to:-
 - i) the deliberate act of the telecommunication service exercising their right to withhold or restrict operation of the system
 - ii) the inability of this service to maintain the telecommunication services to customers due to industrial action by its employees
 - iii) the use of machinery and equipment not approved by the telecommunication service or not compatible with their system
 - iv) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
 - v) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite
- c) interruption or interference to the computer operations of the **Business** following breakdown or derangement of any item of the **Computer Equipment** or **Portable Equipment**
- d) the cost of reinstating data and/or programs whether recorded on disks tapes or otherwise.

Sub-Section D – Reinstatement of Data

This Sub-Section is applicable only where specifically included in the **Schedule**

Cover

We will indemnify **You** in respect of the necessarily and reasonably incurred cost of reinstating data contained in the **Data Carrying Materials** and/or fixed disks in consequence of accidental or malicious erasure, loss, destruction, distortion or corruption discovered during the **Period of Insurance** and resulting directly from an identifiable cause not otherwise excluded.

Amount Payable

The total amount payable under this Sub-Section in any one **Period of Insurance** shall not exceed the **Sum Insured** stated on the **Schedule**.

Extensions

Incompatibility of Data Extension

Where **Damage** to the **Computer Equipment** or **Portable Equipment** results in undamaged data which is incompatible with the replacement **Computer Equipment** or **Portable Equipment** the **Underwriters** will pay for the conversion of the undamaged data in to a format which is compatible with the replacement **Computer Equipment/Portable Equipment/Data Carrying Materials**.

Provided that **Our** liability shall not exceed £10,000.

Our liability under this Sub-Section does not cover;

- a) the amount of the **Excess** as specified in the **Schedule**
- b) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system
- c) a scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment
- d) the cost of reinstating data or programs on equipment used for teaching purposes in educational establishments.

Extensions

The following Extensions apply to Sub-Sections A-B

Temporary Removal / Transit Extension

Damage to **Computer Equipment**, **Ancillary Equipment** and **Portable Equipment** used solely at the **Premises** whilst temporarily removed for maintenance or repair to other premises in the **Territorial Limits** or in transit thereto or there from subject to the **Sum Insured** as specified under Sub-Sections A and B of this Section.

Damage to Data Carrying Materials anywhere in the World.

Damage to Portable Equipment whilst removed to other premises anywhere in the European Union and in transit thereto and there from.

It is a condition precedent to liability in respect of theft or malicious damage that;

- a) when **Portable Equipment** is left unattended inside any road vehicle:-
 - i) the vehicle is securely locked and all security devices set in operation
 - ii) the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9pm and 6am
 - iii) the **Portable Equipment** is concealed from view. If in a saloon car in a boot or under the parcel shelf of any hatchback/estate

subject to **Our** liability not exceeding GBP 2,500 any one occurrence

- b) when the **Portable Equipment** is in transit by air it is carried as hand luggage
- c) when the **Portable Equipment** is in transit by sea it is not left unattended unless kept in a securely locked road vehicle or cabin.

Conditions

The following Clauses apply to Sub-Sections A-D

Additional Rental Charge Clause

If as a direct result of the **Accident** the lease/hire contract in force at the time of the **Accident** in respect of the **Computer Equipment** or **Portable Equipment** is cancelled and has to be replaced by a new lease/hire contract in respect of similar **Computer Equipment** or **Portable Equipment** to that lost or **Damaged** at a rental charge rate above that payable under the cancelled contract then the indemnity provided by Sub Section 3 extends to include the additional rental charges to be paid during the 2 years' period commencing from the time the **Business** is no longer affected by the **Accident** (other than by such additional rental charge) provided that **Our** total liability under this extension shall not exceed GBP 10,000, which amount is included within the **Sum Insured**.

Professional Accountants Charges Clause

Reasonable charges payable by the **Insured** to their professional accountants for producing such particulars proofs information or evidence required by *Claims – Insured's Duties* of the Certificate are included within the **Sum Insured**.

Protections Clause

It is a condition precedent to liability that the **Insured** shall take all reasonable precautions;

- a) to keep the **Computer Equipment** or **Portable Equipment** in a proper state of maintenance and repair
- b) to prevent **Damage** or loss of data and/or programs in storing data and/or software/programs and maintaining adequate back up copies of data and/or programs on the following basis:-
 - i) the original disks or media shall be backed up and stored in a fire resistant data safe or removed to another secure location away from the **Premises**
 - ii) in the event of a software manufacturer ceasing to trade and/or support for the software application being withdrawn then the software application will be considered obsolete and **Our** liability shall be restricted to no more than the last list price of the item subject to the **Sum Insured** as stated on the **Schedule**
 - iii) the data produced by the software/programs shall be backed up no less frequently than once every 7 days or any other period agreed by **Us**. The integrity of the data backup should be verified using operating system routines or verification routines produced by the software supplier

iv) one copy of the backup shall be retained in a fire resistant data safe or be maintained in a different secure location away from the **premises** and shall notify the **Us** of changes which may materially alter or affect the risk.

Software/Program Security Devices Clause

If any software/program is copy protected by a security device such as a dongle then **We** should be advised in writing and any such device shall be removed from the **Computer Equipment** or **Portable Equipment** and stored in a secure situation outside **Business Hours**.

Trend of Business Clause

Adjustment for trend of the **Business** shall be made so that the figures represent the true results which but for the **Accident** would have been obtained during the relative period thereafter.

General Conditions

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

Alteration

This **Policy** shall be avoided if there is any alteration in **Your Business** or in the **Premises** or **Property** therein or in any other circumstances whereby:

- a) the risk of **Loss or Damage** is materially increased;
- b) **Your** interest ceases except by will or operation of law; or
- c) the **Business** is wound up or carried on by a liquidator administrator or receiver or permanently discontinued;

unless such alteration is agreed to in writing by **Us**.

Arbitration

If any dispute arises as to the amounts to be paid under this **Policy** (liability having been admitted) the dispute will be referred to an arbitrator appointed by the parties or in default of agreement between the parties by the President of the Chartered Institute of Arbitrators.

Average (Underinsurance)

If at the time of the commencement of any **Damage** the total value of the **Property Insured Gross Profit Gross Revenue** or **Rent Receivable** exceeds the sum insured then the amount payable by **Us** shall be proportionately reduced and you will be considered as your own insurer for the difference.

Cancellation

This **Policy** may be cancelled by **Us** sending to **You** at their last known address by registered post written notice stating that cancellation shall be effective within seven days. The posting of notice as aforesaid shall be sufficient proof of cancellation. In such event the premium for the current **Period of Insurance** up to the effective date of cancellation shall be adjusted in accordance with the applicable Condition of this **Policy** or in the case of non-adjustable premium **We** shall make a pro-rata return to **You** provided that (in either case) no claim has been made within the current **Period of Insurance**; if a claim has been so made the premium shall have been fully earned and no refund will be payable.

If **You** have undertaken to pay the first or any renewal premium of this **Policy** by direct debit instalments and a previously unpaid direct debit is again not paid within twenty-one days of request for payment the **Policy** will be cancelled with effect from the original date on which such direct debit instalment was due to be paid.

Claims Conditions

- 1) It is a condition precedent to **Our** liability under this **Policy** that You shall:
 - a) advise **Us** within fourteen days of any **Damage**, accident or injury which may give rise to a claim
 - b) notify the police immediately of **Damage** caused by thieves or malicious persons or of any loss of money whatsoever
 - 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) immediately forward to the **Insurers** unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against You by any third party or notice of any impending prosecution, inquest or Fatal Accident Inquiry
 - e) at Your expense, submit to **Us** in writing full details of the claim together with any evidence and information including books of account or other business books or documents or such other proofs that **We** may reasonably require for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matter connected with it. This written confirmation is to be sent to **Us** within:
 - i) seven days of the occurrence in the case of **Damage** caused by theft or attempted theft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or by malicious persons
 - ii) thirty days of any other occurrence
 - iii) thirty days of the end of the Indemnity Period in the case of claims for Business Interruption
 - f) not negotiate, pay, settle, admit or repudiate any claim without **Our** written consent
- 2) If **You** or anyone acting on **Your** behalf fails to comply with **Our** requirements set out in (a) above then all benefit under this insurance shall be forfeited.

Compliance with Conditions Condition Precedent

The due observance and fulfilment of the terms and conditions of this **Policy** and of any endorsements hereto so far as they relate to anything to be done or complied with by **You** shall be a condition precedent to **Our** liability under this **Policy**.

Compulsory Insurance - Employers Liability

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

Excess Clause

You will bear the amount of any **Excess** stated in this **Policy** and any amount or amounts will be payable by **You** before **We** will be liable to make any payment.

Discharge of Liability

We may at any time at its absolute discretion pay **You** the amount of the **Limit of Indemnity** (after deduction of any sums already paid as **Damages**) or any lesser amount for which any claim may be settled and on payment **We** will relinquish conduct and control of the claims except for recoverable expenses of litigation.

We will be under no further liability in connection with these claims except (but subject always to the **Limit of Indemnity**) for other **Costs and Expenses** incurred with **Our** written consent in respect of matters prior to the date of such payment.

Food Safety and Hygiene Warranty

It is a condition precedent to **Our** liability that **You** comply with the following:

- a) suitable signs shall be clearly displayed to warn patrons of hot plates and surfaces;
- b) a monitoring system must be in place to check the shelf life and quality of foods;
- c) all food menus must display clear warnings regarding the ingredients which can cause allergic reactions.

Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by **You** or by anyone acting on behalf of **You** to obtain any benefit under this **Policy** or if any **Loss or Damage** to the **Property** insured or to **Property** used by **You** for the purpose of the **Business** is caused by the wilful act or with the connivance of **You** all benefit under all sections of this **Policy** shall be forfeited.

Hazardous Substances

All hazardous substances (chemicals pesticides solvents paint detergents and cleaning materials) must be stored in a safe place where the general public have no access and such hazardous substances are used only in accordance with the manufacturers' or suppliers' instructions.

Health & Safety Condition (Sections 7 & 8 Only)

It is a condition precedent to **Our** liability that:

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

Jurisdiction and Disputes Clause

Any dispute between **You** and **Us** (or anyone claiming benefit under this **Policy**) concerning this **Policy** its validity or the interpretation of the terms conditions limitations and/or exclusions contained will be decided in accordance with the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction.

Local Authority Licence Condition

It is a condition precedent to liability that **You** shall obtain the necessary Local Authority Licence(s) to conduct the **Business** and take all reasonable steps to implement and maintain in force any and all control measures stated in the relevant operating schedule in order to comply with the regulations and furthermore if such licence is withdrawn or revoked then this Insurance shall terminate with immediate effect.

Misrepresentation

In the event of **Us** being entitled at any time to avoid this **Policy** by reason of any non-disclosure and/or misrepresentation by the **You** in the **Proposal** for this Insurance **We** may at its election give notice to **You** that they regard this **Policy** as being in full force and effect save that there shall be excluded from the coverage provided under the **Policy** any claim which has or may arise and which is in any way related to the information which should have been disclosed and/or the matters misrepresented to **Us**. The **Policy** shall then continue in full force and effect but shall be deemed to exclude the particular claim or possible claim referred to in the notice as if this exclusion had been specifically endorsed on the **Policy**.

Other Insurance (Sections 1 to 6 and 9 only)

If any claim under Sections 1 to 6 and 9 of the **Policy** is also covered in whole or in part by any other insurance effected by or on behalf of **You** **Our** liability shall be limited to its rateable proportion of such claim. If any such other insurance shall be subject to **Average** (underinsurance) this **Policy** if not already subject to any such condition of average shall be subject to average in like manner.

Other Insurance (Sections 7 & 8 only)

If the liability which is the subject matter of a claim under either Section 7 or 8 of this **Policy** is insured under any other insurance **We** shall not be liable under this **Policy** except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this **Policy** not been effected.

Reasonable Precautions

You shall take all reasonable precautions:

- a) for the safety of the **Property** insured;
- b) in checking the credentials of the **Employees** it engages;
- c) for ensuring compliance with all regulatory and other obligations imposed by authority,

and shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this **Policy**.

Reinstatement

If any **Property** is to be reinstated or replaced by **Us You** shall at their own expense provide all such plans documents books and information as may be reasonably required. **We** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

Sanctions

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that **We** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

Saunas, Steam Rooms, Turkish Baths, Hydro Massage Hot Tubs and Jacuzzis

It is a condition precedent to **Our** liability

- 1) in connection with any saunas that **You** must:
 - a) Always check prior to switching the sauna on:
 - i) The sauna is empty of combustible items particularly on, around or under the heater e.g. towels, robes etc.
 - ii) Benches, backrests and duckboards are correctly positioned clear of the heater.
 - iii) Heater stones cover the heating elements but are not too tightly packed
 - iv) The heater is fixed securely to the wall or if floor mounted is level and stable also the casing is in good condition
 - v) Heater guard rail is securely fixed in place
 - vi) Timbers in sound condition (not scorched)
 - vii) Thermostat sensors inside the sauna are safely secured and clear of foreign items
 - viii) Electrical connections are visually safe
 - b) Regularly check during operation of the sauna that:
 - i) No towels or any items have been left inside the sauna by previous bathers and particularly that no items are left on the heater or its guard rail
 - ii) Benches, backrests and duckboards have not been moved close to the heater.
 - iii) Thermostat sensors inside the sauna have not been tampered with.
 - c) Check at the end of the day when the sauna is switched OFF:
 - i) The power supply is switched 'OFF' and any timer is in the 'OFF' position.
 - ii) Working thermostats are ideally turned to the low setting
 - iii) No items left inside the sauna particularly on the heater or its guard rail
 - iv) Benches, backrests and duckboards have not been moved close to the heater
 - v) Internal timbers are in good condition, not showing signs of scorching
 - vi) Thermostat sensors within the sauna have not been tampered with
 - vii) Electrical connections appear safe
 - viii) leave the door to the sauna cabin open
 - d) Maintain recorded checklists to ensure equipment has been inspected and any remedial items have been completed in accordance with manufacturer's instructions;
 - e) Employ a qualified engineer to service the sauna in accordance with manufacturer's instructions at least once per annum
- 2) in connection with any Saunas, Steam Rooms, Turkish Baths, Hydro Massage, Hot Tubs and Jacuzzis that **You** must:
 - a) ensure clear instructions are given to all users as to the method of safe use of facilities
 - b) the facilities are adequately supervised by a competent **Employee**
 - c) all surfaces and areas subject to damp or wet conditions have non slip floor surfaces

1. Several Liability

The subscribing insurer(s) obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

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

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

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

Several Liability

The subscribing insurer(s) obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

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

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

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

Statutory References

In this **Policy** all references to statutory provisions or regulations shall be construed as references to those provisions or regulations as amended or updated from time to time.

Subrogation

In the event of a claim under this **Policy** **You** shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in your name before or after any payment is made by **Us** and **We** will be entitled to prosecute in **Your** name and/or person claiming to be indemnified but for **Our** benefit any claim for **Damages** or indemnity.

Survey and Risk Improvements

We reserve the right to survey **Your Premises**.

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

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

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

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

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

General Exclusions

The following Exclusions apply to all Sections of Your Policy

There will be no indemnity under this **Policy** for

Biological or Chemical Materials

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

Electronic Cyber Liabilities

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

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

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

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

Misuse of the Internet and Extra-net

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

Pyrotechnics

Loss or claims arising out of the use of fireworks or other pyrotechnics including without limitation stage effects.

Radioactive Contamination

- a) **Loss or Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any 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.

Sonic Bangs

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

War & Terrorism

This **Policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of:

- a) war invasion acts of foreign enemies hostilities or warlike 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 **Act of Terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above
- b) riot civil commotion and (except in respect of **Damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 7 – Employers Liability and Section 8 – Public Liability & Products Liability

In any action suit or other proceedings where **We** allege that by reason of **Policy** Definition **Act of Terrorism** any claim hereunder is not covered by this **Policy** the burden of proving that such claim hereunder is covered shall be upon **You**

This Exclusion shall apply to all Sections of this **Policy** other than Section 7 – Employers Liability 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 and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000.

Procedure for Notifying Claims

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

Woodgate & Clark Limited
The Red House
West Malling
Kent
ME19 6QT
Tel: 01732 520273
Tel: 01732 520270 (Out of Office)
Email: newclaim@woodgate-clark.co.uk

The **Insurers** or the **Claims Administrators** reserve the right to appoint a loss adjuster. If required by **Us** the **Coverholder** or the **Claims Administrators You** shall complete a claim form, report, statement or declaration.

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

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

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

If **You** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise **Your Insurer** is Syndicate DTW1991 and their correspondence has been sent to Woodgate & Clark Limited who are our Appointed **Claims Administrator**.

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

How to Complain

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

However, in the event that **You** wish to make a formal complaint **You** should contact **Us** using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

| | |
|------------------------|---|
| The Compliance Officer | Email: complaints@dtw1991.com |
| Syndicate 1991 | Tel: +44 (0) 20 7977 0847 |
| One Creechurch Place | Fax: +44 (0) 20 7283 9872 |
| Creechurch Lane | |
| London | |
| EC3A 5AY | |

We will review **Your** complaint and will investigate the circumstances regarding **Your** complaint and write to **You** within fourteen (14) calendar days with a response.

If **You** are not satisfied with the response, or have not received a response from **Us** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

| | |
|--------------------------|---|
| Complaints | Email: complaints@lloyds.com |
| Fidential House | Tel: +44 (0) 20 7327 5693 |
| Walter Burke Way | Fax: +44 (0) 20 7327 5225 |
| Chatham Maritime Chatham | Web: www.lloyds.com/complaints |
| Kent | |
| ME4 4RN | |

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. If **You** are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, **You** may refer the matter to the following organisation:

| | |
|-----------------------------|---|
| Financial Ombudsman Service | Email: complaint.info@financial-ombudsman.org.uk |
| Exchange Tower | Tel: For UK callers: 0800 023 4 567 (free phone), or from a mobile 0300 123 9123 (but charges apply) |
| Harbour Exchange Square | |
| London | Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply) |
| E14 9SR | Web: www.financial-ombudsman.org.uk |

Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them. **We** will not pay their costs.

Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

| | |
|--|---|
| Financial Services Compensation Scheme | Web: www.fscs.org.uk |
| 10 th Floor | |
| Beaufort House | |
| 15 St Botolph Street | |
| London | |
| EC3A 7QU | |