

EATON GATE

COMMERCIAL

**Commercial Combined
Policy**

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Commercial Combined Policy

A warm welcome and thank **You** for choosing to insure **Your Business** through us.

Insuring Clause

Your Policy is a **Contract** of insurance between **You** and **Us** and **You** have a duty to make a fair presentation of the risk to **Us** in accordance with the law.

Your Policy describes the cover for which **We** have accepted **Your** premium.

Each section of this **Policy**, the **Schedule**, any **Endorsements** and the Definitions, General terms and conditions and General Exclusions shall be read as one document.

In consideration of payment of the premium **Your Insurer** detailed in the **Schedule** will insure **You** as stated in each operative section of the **Policy** during the **Period of Insurance** for which **Your** premium has been accepted provided all the terms and conditions of the **Policy** are kept.

The name of **Your Insurer** can be found on the **Statement of Facts, Schedule** and Certificate of Employers Liability Insurance (where issued).

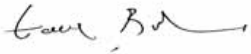
Law and Jurisdiction

You and **We** can choose the law which applies to this **Policy**.

Unless **You** and **We** have agreed otherwise this **Contract** shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

For and on behalf of the **Insurer**.



Gary Burke

Executive Chairman

Eaton Gate MGU Ltd

About Eaton Gate MGU Ltd

Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ.

Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Telephone Numbers

CLAIMS LINE

See Your Schedule for Details

This number can be used by **You** to report a claim to **Your Insurer**.

Please notify **Your Insurer** as soon as **You** know of a problem which may be likely to become a claim.

Please see Making a Claim in the Claims Conditions Section of this **Policy**.

Calls may be recorded for quality and training purposes

HELPLINES

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming **excessive** they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

LEGAL AND TAX ADVICE - 0330 30 31 470

If **You** have a legal or tax problem relating to **Your Business**, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers **Business**-related legal matters within UK and EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

REDUNDANCY APPROVAL - 0117 917 1698

We can arrange for specialist advice if **You** are planning redundancies. This will assist **You** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

CRISIS COMMUNICATION - 0344 571 7964

If **You** are concerned about an event that may result in negative publicity which could affect **Your Business**, **You** can access professional public relations support from our Crisis Communication experts.

Where possible, initial advice for **You** to act upon will be provided over the phone, but if your circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **You** paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could **Damage Your Business**, **You** are **Insured** against the costs of crisis communication services under insured event 9 when **You** use this helpline.

COUNSELLING ASSISTANCE 0333 000 2082

For an **Employee** (including family members permanently living with them) needing confidential help and advice, our qualified counsellors are available to provide telephone support on any matter that is causing **Your Employee** upset or anxiety from personal problems to bereavement.

LEGAL SERVICES WEBSITE

With **Your Policy** **You** get free access to **Our** legal services website, which allows **You** to create many online documents and guides which can help **Your Business** with everything from employment **Contracts** and **Settlement** agreements to leases and health & safety statements. For a small additional charge, **You** can have complex documents checked by a solicitor.

About Your Policy

This is **Your** Commercial Combined Insurance **Policy** which is made up of several documents, which form the **Contract** between:

You and the **Insurer** shown in **Your Policy Schedule**. These documents are:

- ❖ the **Statement of Facts**.
- ❖ the **Policy Wording**.
- ❖ the **Schedule**.

In addition, there may be further documents as follows:

- ❖ **Endorsements**.
- ❖ specification of Items/**Property Insured**.
- ❖ security requirements.

Please take time to read all these documents to make sure that the cover provided meets Your needs and that You understand the General terms and conditions and General exclusions. If there is anything You do not understand, or You need to change please contact the Administrator immediately.

Telephone Numbers

CLAIMS LINE

See Your Schedule for Details

This number can be used by **You** to report a claim to **Your Insurer**.

Please notify **Your Insurer** as soon as **You** know of a problem which may be likely to become a claim.

Please see Making a Claim in the Claims Condition Section of this **Policy**.

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LEGAL SERVICES WEBSITE

With **Your Policy** **You** get free access to **Our** legal services website using the following code, X1232K545CA3, which allows **You** to create many online documents and guides which can help **Your** business with everything from employment contracts and settlement agreements to leases and health & safety statements. For a small additional charge, **You** can have complex documents checked by a solicitor.

Customer Complaints

We hope that You are extremely happy with Your Commercial Combined Insurance Policy but We do recognise that on occasions things can go wrong.

If Your complaint is about the way Your Policy was sold to You please contact Your insurance advisor or intermediary who arranged Your Policy for You. Their address and telephone number are shown on Your Policy Schedule.

Contacting Your Insurer

If You have a complaint about cover provided under Sections 1 to 8 by Your Insurer or a claim please contact Your Insurer directly. Their contact details can also be found on Your Policy Schedule.

If You are not happy with the service provided under Section 9 (Commercial Legal Expenses) please contact ARAG'S Customer Relations Department;

- By Telephone: 0117 917 1561
- By e-mail: customerrelations@arag.co.uk
- In writing to: Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Details of ARAG'S internal complaint-handling procedures are available on request.

Once Your Insurer has received Your complaint they will:

- ❖ Send an acknowledgment of Your complaint within 5 working days of receiving it and notify You of the name of the person managing Your complaint;

and

- ❖ Respond in full to Your complaint within 8 weeks. If this is not possible for any reason they will write to You to explain why they have not been able to settle the matter quickly. They will also let You know when they will contact You again.

If you are still dissatisfied

If You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service (FOS);

- By Telephone 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123
- In writing to
Financial Ombudsman Service
Exchange Tower
London
E14 SR
- By e-mail complaint.info@financial-ombudsman.org.uk
- Website www.financial-ombudsman.org.uk

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS is available to any 'eligible complainant' including any consumer, micro-enterprise, small business, guarantor, charity or trust, details of which can be confirmed on its website.

You can refer Your complaint to the FOS if You are dissatisfied with any final response or if You have not received a final response within eight weeks from the time You first raised the complaint. The FOS offer a free and independent service for resolving disputes about most financial matters and You have six months from the date of the final response letter to contact them. However, the FOS will only consider Your complaint once You have tried to resolve it with Your Insurer or insurance broker.

If You were sold this product online or by other electronic means and within the European Union (EU) You may refer Your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of Your complaint the ODR will escalate Your complaint to Your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

Eaton Gate MGU Ltd are dedicated to resolving Your complaint so if You have a complaint about Eaton Gate MGU Ltd or wish to discuss a complaint You have with the Administrator, please contact the Eaton Gate MGU Ltd customer services team:

- Telephone 0333 234 1741
- By e-mail complaints@egmgu.co.uk
- In writing to Customer Service Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. **You** can check their website at www.fca.org.uk which includes a register of all the firms they regulate, or **You** can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd and the **Insurers** are covered by the Financial Services **Compensation** Scheme (FSCS). This means that **You** may be entitled to **Compensation** from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of **Business** and the circumstances of the claim. Further information about the scheme is available from the FSCS:

- Telephone 0800 678 1100 or 020 7741 4100
- By e-mail enquiries@fscs.org.uk
- In writing to
Financial Services Compensation Scheme
10th Floor,
Beaufort House
15 St Botolph Street
London
EC3A 7QU
- Website www.fscs.org.uk

If **You** telephone FSCS then please have any relevant correspondence to hand.

Employers' Liability Tracing Office

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, employer's 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): to identify which **Insurer** (or **Insurers**) was (or were) providing employers' liability cover during the relevant **Periods** of employment; and 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.

Notification of changes which may affect Your insurance – keeping Us updated

You should keep a complete record of all information **You** supplied to the firm that arranged **Your** insurance with **Us**, and **Us** when taking out this insurance.

So that **You** understand what **You** are covered for, please read this **Policy Wording** and the **Schedule** (which may make reference to clauses) very carefully. **You** should pay special attention to the General exclusions and General terms and conditions of this **Policy Wording**.

If **You** have any questions, or the cover does not meet **Your** needs or any of the details are incorrect **You** should notify the firm that arranged **Your** insurance with **Us** immediately.

If **You** fail to tell **Us** or **You** delay telling **Us** about an Incident that may lead to a claim and this increases our claim costs, **You** will become liable to pay the additional costs. It may also invalidate **Your** right to claim.

Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **You** were asked at the time of insuring with **Us**. It is important that **You** check **Your** records for the information **You** have provided and notify **Us** immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **Your** knowledge may result in increased premiums, refusal of a claim or **Your** **Policy** being cancelled, and may affect **Your** ability to gain insurance from other **Insurers**.

You are also required to update **Us** with any changes to the information **You** provided at the time **You** asked **Us** to insure **You**. When **You** tell **Us** about these changes **We** may adjust the premium. If **You** do not tell **Us** about these changes or inaccuracies, this may result in refusal of a claim or **Your** **Policy** being cancelled, and may affect **Your** ability to gain insurance from other **Insurers**. The changes **You** are required to notify **Us** of

include but are not limited to the following:

- ❖ any change or addition to the **Contents** of the **Property** to be **Insured** that results in the need to increase the amounts **Insured** or the limits that are shown on **Your Policy Schedule**;
- ❖ any changes to the **Business** description or activities undertaken;
- ❖ any change of address;
- ❖ if the **Business** ceases to trade.

This is not a full list and if **You** are in any doubt **You** should advise **Your Administrator** for **Your** own protection. If **You** do not tell **Us** about changes, **Your** insurance may not cover **You** fully or at all.

When **You** inform **Us** of a change **We** will tell **You** if this affects **Your Policy**, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**.

How we will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

Claims where **You** have not disclosed, or **You** have misrepresented but **We** deem this was not deliberate or reckless:

- ❖ where a higher premium would have been charged **We** will reduce the amount of the claim **Settlement** proportionate to the premium **We** would have actually charged had the circumstances been disclosed;
- ❖ where additional terms would have been imposed by **Us** (other than terms relating to premium), **We** will consider the insurance **Contract** on the basis that those different terms had applied from the date of the breach of duty;
- ❖ where **We** would not have entered into the insurance **Contract** at all **We** can treat the insurance as void and cancel **Your Policy** as if it never existed from inception and refuse to pay all claims;
- ❖ **We** will return the premium **You** have paid to **Us** unless there is another reason why **We** should retain it. See Cancellation section of **Your Policy**.

Claims where **We** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- ❖ **We** will have the option to treat the insurance as void (**We** can cancel **Your Policy** from inception and treat the insurance as though it had never existed);
- ❖ **We** can retain the full premium even if **You** have not paid **Us** the premium in full **We** shall be entitled to collect it from **You**.

Fraudulent claims

We will not pay claims where **You** have committed fraud in relation to a claim on this **Policy**. **We** may also cancel the **Policy** and any other policies **You** have with **Us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

It is important that **You** check **Your** records for the information **You** have provided and notify **Us** immediately of any changes to these details. Failure to provide accurate and complete information to the best of **Your** knowledge may result in increased premiums, refusal of a claim or **Your Policy** being cancelled.

Important Information about Your Insurance with Us

Data Protection

For purposes of the **Data Protection Regulations**, **We** and **Our** agents notified to **You** are the **Data Controllers** in relation to any **Personal Data** that **You** may supply in connection with **Your Policy**.

For further details on how **Your Personal Data** is used by **Us** and how **We** process **Your Personal Data** as well as **Your** available rights, please refer to **Your Schedule** that includes references to **Our Privacy Policy**.

Your Schedule summarises the basis for which **We** and any third party acting on **Our** behalf **Process Your Personal Data** for purposes of insurance underwriting, administration and claims handling, for undertaking research and conducting statistical analysis. **We** will rely on lawful grounds to justify such **Processing** and where **Your** information includes **Sensitive Personal Data** we will ensure that **We** have an additional lawful justification for such **Processing**. These legal justifications include:

- the necessary performance arising out of **Your** insurance **Policy** for **Us** to provide insurance products and services;
- there exists an appropriate **Business** need that does not cause **You** harm;
- there is a legal or regulatory obligation on **Us** to **Process Your Personal Data**;
- where **We** need to **Process Your Personal Data** to establish, exercise or defend **Our** legal rights;
- where **You** have provided **Your** consent to such processing.

We will not use **Your** information or transfer this to any third party for the purposes of marketing further products or services unless **You** have consented to this.

Should **You** wish to exercise any rights referred to below or contact **Us**, please write to:

The Data Protection Officer
20 St. Dunstan's Hill
London
EC3R 8HL

DPO@egmgu.co.uk

If **You** believe that **We** are holding inaccurate or out of date information about **You**, please advise **Us** as soon as possible so as **We** can correct **Our** records.

Financial Sanctions

We are not able to provide any insurance cover or make any payments or other **Policy** benefit where in doing so would breach any prohibition or restriction imposed by law or regulation under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such prohibition or restriction takes effect during the **Period of Insurance**, **We** may cancel **Your Policy** immediately by giving **You** written notice to **Your** last known address.

Industry Agencies and Databases

We pass information to the Claims and Underwriting Exchange Register (CUE), run by Motor Insurance Bureau Ltd. (MIB Ltd.) The aim is to help **Us** to check information provided by **You** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this **Policy**. **We** will pass any information relating to any Incident which may or may not give rise to a claim under this **Policy** and which **You** have to notify **Us** of in accordance with the terms and conditions of this **Policy**, to the relevant registers.

Other Insurers

We may pass information about **You** and this **Policy** to other insurance companies with which **We** either reinsure **Our Business** or who are dealing with a claim made under this **Policy**. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **We** will make sure they comply with the same standards of **Data** security as though they were located inside the EEA.

Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will 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, for example, when:
 - checking details on applications for credit and credit related or other facilities;
 - managing credit and credit related accounts or facilities;

- recovering debt;
- checking details on **Proposals** and claims for all types of insurance;
- checking details of job applicants and **Employees**.

Please contact **Us** if **You** want to receive details of the relevant fraud prevention agencies.

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

Telephone recording and document management

For **Our** joint protection telephone calls may be recorded and monitored by the firm that arranged **Your** insurance with **Us**, the **Administrator** and by **Us**.

We, the **Administrator** or any other service providers appointed by **Us** may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

Telephone Call Charges

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

Our service commitment

Customer feedback

If **You** have any suggestions or comments about how the firm that arranged **Your** insurance with **Us**, **We** or the **Administrator** can improve **Our** cover or the service **We**/they have provided please write to the **Administrator**.

The **Administrator** and **We** welcome feedback to enable them or **Us** to improve products and services.

In the event that **We** are unable to continue to trade with the **Administrator** because they have ceased to trade through bankruptcy or liquidation, or in the event that their relevant FCA authorisation is revoked, **We** reserve the right to pass **Your Policy** and all details on to another **Administrator**. If **You** do not wish this to happen then please put **Your** request in writing to **Us**.

Policy Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your Policy** unless **We** state otherwise.

A defined word or phrase will start with a capital letter each time it appears in the **Policy** e.g. **Business** except for headings and titles each section of the **Policy** may contain additional Definitions which apply to that particular section and they must be read in conjunction with the following **Policy** Definitions. Please note that throughout this **Policy Wording** a defined word or phrase will also be in bold text.

Administrator(s)

The firm appointed to administer Sections 1 to 8 of this insurance on **Our** behalf.

Business

Activities directly connected with the **Business** shown in the **Schedule** and no other for the purposes of this **Policy** including:

- a) the ownership maintenance repair of the **Premises**;
- b) the provision and management of canteen sports social and Welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services;
- c) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** Directors or senior officials;
- d) participation in trade shows or exhibitions.

Claim Service Provider

The firm appointed on **Our** behalf to handle and settle claims made under Sections 1 to 8 of **Your** insurance. **You** must notify claims to them and contact them with any questions relating to **Your** claim.

Contract

Any **Contract** or agreement entered into by **You** to carry out work in the course of the **Business**.

Contract Site

The site of any **Contract** undertaken by **You** within the **Territorial Limits**.

Contract Works

- a) temporary or permanent works completed or to be completed as part of any **Contract**;
and/or
- b) materials and Goods for incorporation whilst on or adjacent to the **Contract Site** or in transit by road rail or inland waterway within the **Territorial Limits** to the extent that **You** are responsible under any **Contract**.

Damage

Material loss destruction or **Damage**.

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of **Data** including but not limited to operating **Systems** records programs software or firmware code or series of instructions.

Data Protection Regulations

(i) unless and until the General **Data Protection Regulation** ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Sensitive Personal Data" shall have their respective meanings under the **Data Protection Regulations**.

Denial of Service Attack

Any actions or instructions with the ability to **Damage** interfere with or otherwise affect the availability of **Computer Equipment** or **Data** including but not limited to the generation of **Excess** traffic into network addresses the exploitation of **System** Weaknesses and the generation of **Excess** or

non-genuine traffic within between or amongst networks.

Employee

Other than Section 9 - Commercial Legal Expenses:

1. any person under a **Contract** of service or apprenticeship with **You** while working for **You** in connection with the **Business**;
2. any of the following persons whilst working under **Your** supervision or control in connection with the **Business**:
 - a) any person who is hired to or borrowed by **You**;
 - b) any person engaged in connection with a work experience training or similar scheme;
 - c) any self-employed person working on a labour only basis;
 - d) any person engaged by a labour only sub-contractor;
 - e) any labour master or person engaged by them;
 - f) any driver or operator of hired-in plant;
 - g) any volunteer helper.

Endorsement(s)

Endorsements are attachments to the **Schedule** that alter the **Policy** in some way.

Excess

The first amount of each and every claim (as shown in the **Policy**, the **Schedule** or any **Endorsement**) for which **You** are responsible at each separate **Premises** after the application of all other terms and conditions of the insurance including but not limited to any **Condition of Average**.

Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **System** whether **Your Property** or not to operate at any time as desired as specified or as required in the circumstances of the **Business**.

Hacking

Unauthorised access to any computer or other equipment or component or **System** or item which processes stores transmits or retrieves **Data** whether **Your Property** or not.

Index Linking

Whenever a **Sum Insured** is declared to be subject to **Index Linking** it is adjusted at annual intervals in line with suitable indices of costs and the renewal premium will be based on the adjusted **Sum Insured**.

Indirect Loss

A loss that is not directly associated with the **Incident** that caused **You** to claim.

Injury

Bodily **Injury**, death, illness or disease.

Insured, Insured's, You, Your

The person(s) or company named in the **Schedule**.

Insurer, Our, Us, We

The Insurance Company named in the **Schedule** on whose behalf this insurance document is issued.

Money

Negotiable Money and **Non-Negotiable Money**.

Negotiable Money

Current cash bank and currency notes, uncrossed cheques, giro-cheques, postal orders, **Money** orders or bankers drafts unused, current postage stamps, unaffixed national insurance stamps, national savings and holiday with pay stamps, trading stamps, luncheon vouchers, mobile phone

talk vouchers, gift tokens, consumer redemption vouchers, travel tickets, validated tickets or scratchcards for the national lottery and gaming machine tokens all belonging to **You** or for which **You** are responsible.

Non-Negotiable Money

Crossed cheques, giro-cheques, postal orders, **Money** orders, banker's drafts, giro drafts or warrants unexpired units in franking machines, stamped national insurance cards, national savings certificates, premium bonds credit and debit card sales vouchers and VAT purchase invoices all belonging to **You** or for which **You** are responsible.

Period of Insurance

The **Period** beginning with the effective date shown in the **Schedule** and ending with the expiry date and any other **Period** for which **We** have accepted **Your** premium.

Policy

The Commercial Combined **Policy Wording**, **Schedule**, Certificate of Employers' Liability Insurance, Certificate of Public Liability Insurance and any **Endorsements** attached or issued with it.

Policy Wording

The **Policy Wording** is a standard **Contract** form which details in various sections the cover selected, exclusions to the cover, conditions **You** must comply with in addition to other formal information such as what **You** need to do if **You** have a complaint, information on how to get help, and definitions of words that have a special meaning. The **Schedule** will show which sections are operative and which are not.

Premises

The part of the **Premises** at the address or addresses specified in the **Schedule** which **You** occupy for the purposes of the **Business** and otherwise occupied as offices or private dwellings unless otherwise agreed with **Us**.

Projected Turnover

Your estimate of the **Money** to be paid or payable to **You** in the next twelve months for **Goods** sold and delivered and for services rendered in the course of the **Business**.

Property

Material **Property** belonging to **You** or for which **You** are responsible for the purposes of the **Business**.

Proposal

The **Statement of Fact** and any additional information supplied to **Us** by **You** or on **Your** behalf.

About Eaton Gate MGU Ltd

Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ.

Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

The **Schedule** details which sections of the **Policy** are operative and the major sums **Insured** and limits that apply to each of those sections. The **Schedule** also details the location(s) that are being **Insured** by the **Policy** and the main excesses that apply to a claim.

Finally, the **Schedule** will show if there are any additional **Endorsements** applying.

Settlement

Downward movement as a result of the soil being compressed by the Weight of the **Buildings** within ten years of construction.

Statement of Facts

This is a record of the statements that **You** made when applying for this insurance – in the case of the **Statement of Facts** it is a record of information **You** or the **Administrator** have entered into **Our** computer **Systems** or have advised in the course of a telephone conversation or other media.

We have used the information **You** have supplied to determine the terms on which they are prepared to provide the insurance and the premium they require. It is extremely important that **You** check this document most carefully to ensure that **You** have taken care to honestly provide this information and that to the best of **Your** knowledge and belief, it is accurate, and **You** have made a fair presentation of the risk. If **You** don't, **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim rejected or not fully paid. If **You** are in any doubt, **You** should speak to **Us** or **Your** insurance advisor.

Should any of the information **You** have provided, and which is recorded on the **Statement of Facts** change during the **Period of Insurance**, **You** must tell **Us**. **We** may then amend the premium charged and the terms of this **Policy**.

Subsidence

Downward movement of the ground beneath the **Buildings** other than by **Settlement**.

System

Computers, other computing equipment and electronic equipment linked to computer hardware electronic **Data** processing equipment, microchips and anything that relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

Terrorism

In respect of all sections other than 5 and 6 **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.

In respect of Sections 5 and 6 only **Terrorism** means any act whether involving violence or the use of force or not or the threat or the preparation 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) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes and objectives.

Territorial Limits

The territories and areas detailed in the **Schedule**.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs, **Data** files or operations, whether involving self-replication or not.

Section 1 – Property Damage

This section is only operative if shown as Insured on the Schedule.

Certain words have specific meanings for the purpose of this section, General exclusions also apply to this section.

Definitions for Section 1 – Property Damage

Buildings

The **Buildings** of the **Premises** described in the **Schedule**, and including:

- a) landlords' fixtures and fittings;
- b) out **Buildings** extensions annexes canopies fixed signs gangways conveniences lamp posts and street furniture;
- c) walls gates and fences;
- d) drains sewers piping ducting cables wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility; and
- e) yards car parks roads pavements forecourts all constructed of solid materials.

Computer and Electronic Business Equipment

All computers, computer installations and **Systems**, microchips integrated circuits, microprocessors embedded **Systems**, hardware and any electronic equipment, **Data** processing equipment, information repository telecommunication equipment, computer controlled or programmed machinery equipment, capable of processing **Data** and similar devices whether physical or remotely connected for which **You** are responsible all inside the **Premises**.

Contents

Contents belonging to **You** or held by **You** in trust for which **You** are legally responsible including:

- a) machinery Plant, Process Equipment, trade and office furniture, fixtures and fittings;
- b) tenants' improvements alterations and decorations including closed circuit television and security **Systems**;
- c) **Employees** Directors partners customers and visitors personal effects of every description (other than motor **Vehicles**) not otherwise **Insured** for an amount not exceeding £1,000 in respect of any one person;
- d) **Computer and Electronic Business Equipment**;
- e) **Contents** of out **Buildings**;
- f) **Contents** in the open yards;
- g) patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;
- h) wines spirits cigarettes and tobacco held for **Your** own private entertainment purposes up to a limit of £1,000 any one occurrence but excluding any **Property** more specifically **Insured**
- i) **Contents** temporarily at dwelling places of **Directors** and senior staff; but excluding:
 - landlords' fixtures and fittings;
 - **Stock** and materials in trade;
 - **Money** and stamps (including National Insurance stamps) in **Excess** of £500;
 - documents manuscripts and **Business** books except for the cost of the materials and of clerical labour expended in reproducing such records;
 - computer **Systems** records except for an amount not exceeding £10,000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records but not for the value to **You** of the information contained therein;
 - any expense in connection with the production of the information to be recorded in documents manuscripts **Business** books or computer **Systems** records; and **Vehicles** (and accessories) licensed for road use.

Declared Value

Your assessment of the cost of reinstatement of the **Property Insured** at a level of costs applying at the time that such values are required by **Us** as the basis for the calculation of the **Policy** premium (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for:

- a) debris removal costs;
- b) professional fees; and
- c) additional cost of reinstatement to comply with European Community and Public Authority requirements.

Defined Peril

Fire, lightning, explosion or earthquake, impact by aircraft or other aerial devices or articles dropped from them or by any **Vehicle**, train, animal, falling tree or branch, aerial or mast or satellite dish, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, storm or flood, escape of water from any tank, apparatus or pipe, including **Damage** to any fixed tank, apparatus or pipe caused by freezing or forcible and violent bursting, leakage of fuel from any fixed heating installation and beverages from storage containers, pipes or apparatus, theft or any attempt thereat following forcible and violent entry to or exit from the **Premises**.

Empty or Disused

Buildings or any part thereof that have become unoccupied, untenanted or which have not been actively used for a **Period** of more than 30 consecutive days.

Excess

The first amount of each and every claim (as shown in the **Schedule**) for which **You** are responsible at each separate **Premises** after the application of all other terms and conditions of the insurance including but not limited to any **Condition of Average**.

Ground Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Landslip

Downward movement of sloping ground.

Property

Material **Property** belonging to **You** or for which **You** are responsible for the purposes of the **Business**.

Rent Payable

The amount of the **Rent Payable** by **You** in respect of the lease of **Your Premises** within the **Territorial Limits** for the purposes of the **Business**.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction.

Standard Construction

Brick, stone, block, metal or concrete built and roofed with slates tiles, metal, concrete or sheets or slabs composed entirely of incombustible mineral ingredients and plastic or polycarbonate rooflights.

Stock

Stock and materials in trade work in progress and finished **Goods** belonging to **You** or held by **You** in trust for which **You** are legally responsible.

Subsidence

Downward movement of the ground beneath the **Buildings** other than by **Settlement**.

Cover

We agree that if any of the **Property Insured** described in the **Schedule** suffers **Damage** at the **Premises** by a **Defined Peril** **We** will settle claims in accordance with the undernoted **Basis of Claims Settlement**.

Property Insured

Building(s) at the **Premises** as described on the **Schedule**.

Contents at the **Premises** as described on the **Schedule**.

Stock and materials in trade at the **Premises** as described on the **Schedule**. The values shown on the **Schedule** represent the maximum values at risk.

Limit of Liability

Our liability under this section shall not exceed in the whole the total **Sum Insured** or the **Sum Insured** in respect of each item or any other limit of liability as stated herein or in the **Schedule**.

The **Sum Insured** under each item other than items solely applying to fees removal of debris rent private dwelling houses churches or other **Buildings** in course of erection is separately subject to any **Condition of Average**.

Basis of Claims Settlement

Unless stated otherwise in the **Schedule** the basis of **Settlement** under this section shall be:

A. Reinstatement:

The amount payable in respect of **Buildings** or **Contents** shall be the cost of reinstatement of the **Damage**.

For this purpose "reinstatement" means:

- a) the rebuilding or replacement of **Property Insured** lost or destroyed which provided **Our** liability is not increased may be carried out:
 - i. in any manner suitable to **Your** requirements;
 - ii. upon another site.
- b) the repair or restoration of **Property Insured Damaged**, in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new. Provided that:
 1. **Our** liability for the repair or restoration of **Property Insured Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly lost or destroyed;
 2. condition of average. It at the time of the **Damage** the **Sum Insured** for the Item is less than the total value of the item **Insured** then **Our** liability shall be limited to that proportion of the **Damage** which the **Sum Insured** bears to the value of the **Property Insured**;
 3. no payment beyond the amount which would have been payable in the absence of this **Basis of Claims Settlement** shall be made:
 - 3.1 unless reinstatement commences and proceeds without unreasonable delay;
 - 3.2 until the cost of reinstatement shall have been actually incurred;
 - 3.3 if the **Property Insured** at the time of the **Damage** shall be **Insured** by any other insurance effected by **You**;or on
 - 3.4 **Your** behalf which is not upon the same basis of reinstatement.
- c) all the terms and conditions of this **Policy** shall apply:
 - i. in respect of any claim payable under the provisions of this **Basis of Claims Settlement** except insofar as it is varied hereby;
 - ii. where claims are payable as if this **Basis of Claims Settlement** had not been incorporated. The maximum amount **We** will pay in respect of any one item is the **Sum Insured**.

B. Indemnity

The amount payable in respect of **Stock** and/or all other **Property Insured** (other than **Buildings** and **Contents**) shall be the value at the time of the **Damage** or at **Our** option the cost of reinstatement or replacement of such **Property Insured** or any part of it. Provided that:

If at the time of the **Damage** the **Sum Insured** for the item is less than the value of the item **Insured** then **Our** liability shall be limited to that proportion of the **Damage** which the **Sum Insured** bears to the value of the **Property Insured**.

In respect of Rent the insurance only applies if any of the **Buildings** or part thereof are unfit for occupation in consequence of **Damage** thereto but 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 the Rent **Insured**.

Exclusions applicable to Section 1 – Property Damage

What is not covered (see also General exclusions):

1. The amount of **Excess** shown in the **Schedule** at each separate **Premises** after the application of all the conditions of average;
2. **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 **You** or under **Your** control other than in respect of a boiler used for domestic purposes only;
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - d) faulty or defective workmanship operational error or omission by **You** or any of **Your Employees**; but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded.
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) theft or attempted theft unless following forcible and violent entry to or exit from the **Premises**;
 - d) 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;
 - e) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates.

but this shall not exclude:

- a) such **Damage** which itself results from other **Damage** and is not otherwise excluded;
 - b) subsequent **Damage** which itself results from a cause not otherwise excluded.
4. **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;
 - c) acts of fraud or dishonesty;
 - d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 5. **Damage** to a building or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** insofar as it is not otherwise excluded;
 6. **Damage** in respect of movable **Property** in the open fences and gates caused by wind, rain, hail, sleet, snow, flood or dust;
 7. **Damage** to **Property** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment, testing, commissioning, servicing or repair.
 8. **Damage**:
 - a) caused by freezing;
 - b) caused by escape of water from any tank, apparatus or pipe;
 - c) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organization;
 - d) caused by theft or any attempted theft; or
 - e) to fixed **Glass**;in respect of any **Building** which is **Empty**.
 9. **Damage** in respect of:
 - a) glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects;

- b) jewellery, precious stones, precious metals, bullion, furs, curiosities works of art or rare books;
- c) **Property** in transit;
- d) **Money**, cheques, stamps, bonds, credit cards or securities of any description; other than such **Damage** caused by a **Defined Peril** insofar as it is not otherwise excluded.

10. **Damage** to:

- a) **Vehicles** licensed for road use (including accessories thereon) caravans, trailers, railway locomotives, rolling **Stock**, watercraft or aircraft;
- b) **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property**;
- c) in course of construction or erection;
- d) land piers, jetties, bridges, culverts or excavations;
- e) live **Stock**, growing crops or trees; unless specifically mentioned as **Insured** by this **Policy**.

11. **Damage** to **Property** 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** beyond the amount which would have been payable under the marine **Policy** or policies had this insurance not been affected;

12. any **Property** more specifically **Insured** by **You** or on **Your** behalf;

13. **Damage** to any computer or other equipment or component or **System** or item which processes stores transmits or retrieves **Data** or any part of any computer other equipment component or **System** whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your Property** or not where such **Damage** is caused by programming or operator error **Virus** or **Similar Mechanism** or **Hacking**;

For the purpose of this exclusion the following definitions apply:

Electrical Plant

Damage to any **Electrical Plant** or electrical appliance i.e. dynamo transformer motor or other working electrical machinery, apparatus or fittings directly caused by its own over-running, short-circuiting, Excessive pressure or self-heating but should fire extend to and **Damage** any other part of the plant or appliances or other **Property Insured** hereby such **Damage** is not excluded by the **Policy**.

Heat Processes

Damage to **Property** due to its undergoing any process necessarily involving any heating process or any process involving the application of heat.

Northern Ireland

Damage in **Northern Ireland** occasioned by or happening through or in consequence directly or indirectly of:

- a) riot, civil commotion and (other than in respect of **Damage** by fire and explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
- b) **Terrorism** as defined in the **Schedule** forming part of this **Policy**.

In any action suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or resulting loss or expense or **Indirect Loss** is not covered by this insurance the burden of proving such **Damage** or resulting loss or expense or **Indirect Loss** is covered will be upon **You**.

Pollution or Contamination

Damage caused by or arising from **Pollution** or **Contamination** except (unless otherwise excluded) **Damage** to the **Property Insured** caused by:

- a) **Pollution** or **Contamination** which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom riot, civil commotion, strikers, locked out workers, malicious persons, theft involving physical force or violence, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road **Vehicle** or animal;
- b) any of the contingencies in (a) above which itself results from **Pollution** or **Contamination**.

Extensions to Section 1 – Property Damage

Cover provided by this section is extended to include:

i. Acquisitions

- a) additions and extensions to the **Property Insured** (but not appreciation in value) made after the commencement of each annual **Period of Insurance**;
- b) any newly built or newly acquired **Buildings** or **Contents**;
at any **Premises** covered by this insurance or elsewhere in the **Territorial Limits**.

Provided that:

- a) such additional **Property** is not otherwise **Insured**;
- b) the **Sum Insured** by each item shall be increased for that **Period** only by the value of the additional **Property Insured** for an amount not exceeding 10% of the **Buildings** or **Contents Sum Insured** or £250,000 whichever is the less;
- c) **You** provide **Us** with details of these acquisitions as soon as practicable and pay the appropriate additional premium.

ii. Architects Surveyors Legal and Consulting Engineers Fees

The insurance for **Buildings** and **Contents** items includes an amount in respect of architects, surveyors, legal and consulting engineer's fees necessarily incurred in the reinstatement or repair of the **Property Insured** consequent upon its **Damage** but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total the limits stated in the **Basis of Claims Settlement**.

iii. Automatic Reinstatement after a Loss

In the event of loss, the limits stated in the **Basis of Claims Settlement** will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by **Us** or **You** and **You** shall pay any required premiums for reinstatement from that date.

iv. Clearance of Drains

The reasonable costs incurred by **You** to clear drains gutters and sewers owned by **You** or for which **You** are responsible as a result of **Damage** occurring to the **Premises**. **Our** liability under this clause shall not exceed £25,000 any one loss.

v. Contract Price

In respect only of **Goods** sold but not delivered for which **You** are responsible 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.

vi. Contracting Purchasers Interest

We agree without prejudice to **Our** or **Your** rights and liabilities that if at the time of **Damage** **You** have **Contracted** to sell **Your** interest in any **Building Insured** by this section and the purchase has not been but will afterwards be completed the purchaser on completion of the purchase will be entitled to benefit under this section until completion except in so far as such **Building** is more specifically **Insured** by or on behalf of the purchaser.

vii. Damage to Cables and Underground Services

The cost of repair following accidental **Damage** to cables and underground service pipes and drains (and their inspection covers) for which **You** are responsible at the **Premises** or connecting them to the public mains **Our** liability under this clause shall not extend to include the costs of maintenance or **Damage** caused by rust corrosion gradual deterioration rot or fungus vermin insects atmospheric or climatic conditions or other wear and tear or normal **Settlement** or shrinkage or faulty workmanship defective design or the use of defective materials.

viii. Damage to Landscaped Gardens

We will pay the cost of restoring any **Damage** done to landscaped gardens for which **You** are responsible by the Emergency Services in attending the **Premises** as a result of a **Defined Peril** **Our** liability under this clause shall not exceed £25,000 any one loss.

ix. Damage to Signs

Damage to signs whilst fixed on the exterior of or outside and in the **Vicinity** of the **Premises** excluding **Damage** to Neon signs or any loss occurring whilst the building is **Empty** or **Disused** **Our** liability under this clause shall not exceed £10,000 any one loss.

x. Damage to Vending Gaming and Amusement Machines

Our liability under this clause shall not exceed £1,000 in respect of any one loss or any amount in **Excess** of £5,000 any one **Period of Insurance**.

xi. European Community and Public Authorities (Including UnDamaged Property)

Subject to the following special conditions the insurance for **Buildings** and **Contents** in this section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

- a) European Community Legislation; or
- b) building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority.

Subject to the following special conditions the insurance for **Buildings** and **Contents** in this section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community Legislation; or
- b) building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority; (hereafter referred to as 'Stipulations') in respect of:
 - i. the lost, destroyed or **Damaged Property** thereby **Insured**; and
 - ii. undamaged portions of that **Property**.

Excluding:

- a) the cost incurred in complying with the stipulations:
 - i. in respect of **Damage** occurring prior to the inception of this **Policy**;
 - ii. in respect of **Damage** not **Insured** by the **Policy**;
 - iii. under which notice has been served on **You** prior to the happening of the **Damage**;
 - iv. for which there is an existing requirement which has to be implemented within a given **Period**; and
 - v. in respect of **Property** entirely undamaged by any peril **Insured** against by this **Policy**.
- b) the additional cost that would have been required to make good the **Property** lost destroyed or **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen;
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Property** or by the owner of that **Property** by reason of compliance with the stipulations.

xii. Energy Performance and Sustainable Buildings

The reasonable additional cost of reinstatement incurred with **Our** consent to make the following improvements during the reinstatement repair or replacement of the **Premises** following **Damage**:

- a) ecological, environmental and sustainable improvements of the type being incorporated in new **Buildings** of similar use and value within the same **Vicinity** including improvements made in accordance with the BRE Environmental Assessment Method (BREEAM) for the construction of **Buildings**;
- b) improvements to comply with recommendations made under the current Energy Performance Certificate (or local equivalent) for the **Premises**.

Our liability under this clause shall not exceed £50,000 any one loss.

xiii. Exceptional Measures

The additional costs incurred by **You** incur with **Our** consent in taking reasonable but exceptional measures to avoid or mitigate a valid claim under this section provided that:

- a) the potential claim could not have been reasonably foreseen;
- b) the terms and conditions of this section will apply as if **Damage** had occurred.

Our liability under this clause shall not exceed £10,000 in respect of any one loss or any amount in **Excess** of £50,000 any one **Period of Insurance**.

xiv. Fire Extinguishment Expenses

The reasonable costs incurred by **You** in:

- a) refilling fire extinguishing appliances;

- b) recharging gas flooding **Systems**;
 - c) replacing used sprinkler heads;
 - d) refilling sprinkler tanks where water costs are metered;
 - e) resetting fire and intruder alarms;
- all in consequence of **Damage Insured** by this section.

xv. Exhibitions

Contents extends to cover **Property** described for a **Period** not exceeding 15 days whilst at any exhibition within the **Territorial Limits**.

Our liability under this clause shall not exceed £50,000 any one loss and £100,000 any one **Period of Insurance**.

xvi. Glass Breakage

We will at **Our** option pay for or make good to **You** any breakage or malicious scratching of internal or external fixed **Glass** being **Your Property** for which **You** are responsible at the **Premises** occurring during the **Period of Insurance** and being in sound condition at the inception of this **Policy**.

We will in addition pay for the cost of:

- a) breakage all fixed glass or polycarbonate substitute and solar glass heating panels including shelves showcases and mirrors and fixed items of sanitary ware;
- b) boarding up and repair to associated framework reasonably incurred as a result of an **Insured** breakage. **You** may without **Our** prior consent instruct builders or glaziers to board up where necessary;
- c) repair or replacement of lettering alarm foil or other ornamentation work on glass provided that **Our** maximum liability for any one loss shall not exceed £500;
- d) repair or replacement of fixed mirrors provided that **Our** maximum liability for any one loss shall not exceed £500; and
- e) removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass excluding any breakage whilst **Buildings** are **Empty** and or more specifically **Insured** by **You** or on **Your** behalf.

xvii. Ground Rent

The additional payment for up to 2 years ground rent if the **Premises** are rendered temporarily uninhabitable as a result of **Damage Insured** by this section but only for the **Period** necessary for reinstatement **Our** liability under this clause shall not exceed 20% of the **Sum Insured** on **Buildings**.

xviii. Index Linking

Unless this section has been extended to include day one basis the **Sums Insured** by this section are automatically increased by **Index Linking** at each renewal.

xix. Loss of Metered Water Heating Oil or Gas

The additional metered water heating oil or gas charges incurred by **You** following the loss of metered water or oil contained in a fixed installation or gas at the **Premises** following **Insured Damage**. **Our** liability under this clause shall not exceed any amount in **Excess** of £5,000 any one loss and £25,000 any one **Period of Insurance** or any loss which has not been discovered and remedial action taken within 60 days of the occurrence or any loss occurring whilst the building is **Empty or Disused**. **We** shall not be liable for the first £250 of each and every loss under this extension.

xx. Mortgagees

The act or neglect of any mortgagor or occupier of any **Building Insured** by this **Policy** whereby the risk of **Damage** is increased without the authority or knowledge of any mortgagees shall not prejudice the interest of the mortgagees in this insurance provided they shall notify **Us** immediately on becoming aware of such increased risk and pay an additional premium if required.

xxi. Non-Invalidation

Any act omission or alteration unknown to **You** or beyond **Your** control which increases the risk of **Damage** will not invalidate this insurance if immediately **You** become aware **You** give notice to **Us** and pay an additional premium if required.

xxii. Proprietary Refrigeration Unit

Any deep freeze chiller refrigeration cabinet or cold store.

xxiii. Removal of Debris

The reasonable costs and expenses necessarily incurred with **Our** consent in:

- a) removing debris from the **Premises** and the area immediately adjacent;
- b) dismantling and/or demolishing, shoring up or propping of the portion or portions of the **Property Insured** as a result of **Damage Insured** by this section.

Our liability under this extension does not extend to include any costs or expenses arising from pollution or contamination of **Property** not **Insured** by this section or which is more specifically **Insured**.

xxiv. Replacement Locks

The costs of changing the safe, strongroom and external door locks at the **Premises** in the event that the keys are:

- a) stolen by forcible and violent entry to or exit from the **Premises** or **Your** home or the home of a Director or authorized **Employee**;
- b) stolen by violence or threat of violence to **You** or A Director or **Your** family or **Employees**;
- c) provided that unless **You**, **Your** Director or **Your** **Employee** live on the **Premises** the keys to any safe or strongroom must not be left at the **Premises** when closed for **Business**.

Our liability under this clause shall not exceed any amount in **Excess** of £2,500 any one loss and £25,000 any one **Period of Insurance**. **We** shall not be liable for the first £250 of each and every loss under this extension.

xxv. Repairs and Alterations

Tradesmen may be employed to effect repairs or minor structural alterations in all or any of the **Buildings Insured** without prejudice to this insurance.

xxvi. Sale of Property Insured

If at the time of **Damage** **You** have **Contracted** to sell **Your** interest in any **Building Insured** by this **Policy** and the purchase has not been but is later completed the purchaser on completion of the purchase (if and so far as the **Property** is not otherwise **Insured** against such **Damage** by him or on his behalf) shall be entitled to the benefit under this section so far as it relates to such **Damage** without prejudice to the rights and liabilities of **You** or **Us** until completion.

xxvii. Seasonal Increase

The **Sum Insured** in respect of **Stock** is increased by 30% during the months of November, December and January or for any other **Period** selected by **You** and stated in the **Schedule**.

xxviii. Temporary Removal

The **Property Insured** by this section (other than **Stock** if **Insured**) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit to and from the cleaner's renovators or repairers all in the **Territorial Limits**. **Our** liability under this clause in respect of each item of this section for any **Damage** occurring elsewhere than at the **Premises** shall not exceed £50,000 any one claim and £100,000 any one **Period of Insurance**.

Excluding:

- a) **Property** insofar as it is otherwise **Insured**; or
- b) **Property** temporarily removed to motor **Vehicles** and motor chassis licensed for normal road use;
- c) due to Theft Storm or Flood unless kept in a locked building;

We shall not be liable for the first £250 of each and every loss under this extension.

xxix. Temporary Removal of Documents

The insurance of deeds and other documents (including stamps thereon) manuscripts plans and writings of every description computer **Systems** records and books (written and printed) extends to cover such **Property** for an amount not exceeding £5,000 whilst temporarily removed to any **Premises** not in **Your** occupation and in transit to and from these **Premises** all in the **Territorial Limits** but excluding **Property** insofar as it is otherwise **Insured**.

xxx. Theft Damage to Buildings

If the **Buildings** are not **Insured** by this section **We** will pay for loss or **Damage** (except for fire) to that part of the **Premises** referred to in the **Schedule** containing the **Property Insured** under this section directly resulting from theft or attempted theft provided that:

- a) **You** are responsible for these repairs;

- b) the **Damage** is not **Insured** by any other **Policy**.

Our liability under this clause shall not exceed £25,000 in respect of any one loss or any amount in **Excess** of £50,000 any one **Period of Insurance**.

xxxii. Trace and Access

The reasonable costs incurred by **You**:

- a) in locating the actual source of **Damage**, and
- b) any repairs directly arising from (a).

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation provided such **Damage** is **Insured** by this Sub-Section.

Our liability under this clause shall not exceed £25,000 in any one **Period of Insurance**.

xxxiii. Tree Felling and Lopping

We will pay the costs and expenses necessarily and reasonably incurred by **You** in:

- a) felling lopping and removing trees belonging to **You** or for which **You** are responsible at the **Premises** and which are an immediate threat to the safety of life or of **Damage** to the **Property Insured**;
- b) removing fallen trees belonging to **You** or for which **You** are responsible but only where there has been **Damage** to **Property Insured**;

Provided that **We** will not be liable for:

- a) legal or local authority costs involved in removing trees;
- b) costs incurred solely to comply with a Preservation Order;
- c) costs incurred in respect of routine maintenance;

Our liability shall not exceed £2,500 any one claim and £5,000 any one **Period of Insurance**.

xxxiiii. Unauthorised Use of Utilities

We will pay the cost of metered electricity gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **Premises** without **Your** authority provided that the **Premises** have been inspected weekly by a responsible person and **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered and that **Our** maximum liability for any one loss shall not exceed £25,000 and £50,000 any one **Period of Insurance**.

Additional extensions only operative if shown on the Schedule

Day One Basis

1. **You** having stated in writing the **Declared Value** (shown in brackets below the **Sum Insured**) incorporated in each item to which this clause applies the premium has been calculated accordingly.

For the purposes of this clause **Declared Value** shall mean:

Your assessment of the cost of reinstatement of **Buildings** and **Contents** arrived at in accordance with paragraph 1 of the **Basis of Claims Settlement** Condition of this section at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- a) the additional cost of reinstatement to comply with:
 - i. European Union Legislation;
 - ii. Act of Parliament;
 - iii. Bye-Laws of any public authority.
 - b) professional fees;
 - c) debris removal costs.
2. **You** must notify **Us** of the **Declared Value** at the start of each **Period of Insurance**. If **You** fail to notify **Us** of the **Declared Value** at the start of any **Period of Insurance** **We** will use the last **Declared Value** notified to **Us** for the following **Period of Insurance**.
 3. Provisions (2) and (4) of the **Basis of Claims Settlement** condition are restated as follows:

2. if at the time of the **Damage** the **Declared Value** is less than the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph 1 of this condition at the start of the **Period of Insurance**. **Our** liability for any **Damage** will be limited to that proportion which the **Declared Value** bears to the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph 1 of this condition:
4. All the terms and conditions of this **Policy** shall apply:
 - a) in respect of any claim payable under the provisions of this **Basis of Claims Settlement** except insofar as it is varied hereby;
 - b) where claims are payable as if this **Basis of Claims Settlement** had not been incorporated except that the **Sums Insured** shall be limited to 115% of the **Declared Value**.

Extended Theft

Notwithstanding Exclusion 3c) of Section 1 the insurance by Sections 1 extends to cover **Damage** caused by or consisting of theft or attempted theft including any such **Damage** not involving entry to or exit from the **Premises** by forcible and violent means or violence or threat of violence to **You** or any of **Your Employees** or any other person lawfully on the **Premises**.

Subsidence Ground Heave and Landslip

Notwithstanding Exclusions (4a) and (4b) of Section 1 the insurance by Section 1 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 £1,000 of each and every loss in respect of Section 1 at each separate **Premises** as ascertained 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** by this **Policy**;
- 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; or
 - 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. groundworks or excavation at the **Premises**.

Special Conditions for Subsidence Ground Heave and Landslip Clause:

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the noncompliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

- a) **You** shall notify **Us** immediately if **You** 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.

Accidental Damage

The insurance provided by Section 1 - **Property** extends to cover any other accidental **Damage** excluding **Damage** caused by or resulting from:

- a) wear and tear erosion the action of light or atmosphere moths vermin or insects;
- b) any process of cleaning dyeing restoring adjusting or repairing;
- c) frost corrosion dampness dryness contamination wet or dry rot, marring scratching, mildew, mould or toxic mould;

- d) wind, hail, sleet, snow, flood or dust to boundary walls, gates or fences;
- e) **Subsidence** or **Ground Heave** of any part of the site on which the **Property** stands or **Landslip**;
- f) the normal **Settlement** or bedding down of new structures;
- g) any **Buildings Insured** by this section own collapse or cracking;
- h) normal maintenance redecoration or repair. Excluding **Damage**;
- i) by any of the **Defined Perils**;
- j) specifically excluded by any of the **Defined Perils**; or

Damage caused by or consisting of:

- a) inherent vice latent defect gradual deterioration from its own faulty or defective design or materials;
- b) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees** but this will not exclude subsequent **Damage** which results from a cause not otherwise excluded.

Automatic Sprinkler Installations

The insurance provided by Section 1 - **Property** extends to cover accidental discharge or leakage of water from an automatic sprinkler installation provided that **You** shall so far as **Your** responsibility extends maintain the sprinkler installation including any automatic alarm signaling equipment in efficient condition.

Excluding **Damage**:

- a) happening whilst the **Premises** are **Empty or Disused**;
- b) caused by heat which is itself caused by fire;
- c) caused by explosion earthquake or subterranean fire.

Rent Payable

Where an item covering **Rent Payable** is specifically described in the **Schedule** cover applies only if a **Building** in respect of which rent is payable by **You** or any part of it is unfit for occupation in consequence of **Damage**. **We** will not pay for more than the proportion of the **Sum Insured** on **Rent Payable** that the **Period** necessary for reinstatement bears to the term of rent covered.

Perishable Goods Extension

We will pay for **Damage** to perishable **Goods** due to deterioration or putrefaction whilst stored only in any **Proprietary Refrigeration Unit** contained in the **Premises** for the purpose of the **Business** caused by:

- a) breakdown or failure of the installation which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means;
- b) escape of refrigerant or refrigeration fumes;
- c) accidental failure of the public electricity supply. Provided that:

We will not be liable under this extension for:

- a) loss caused by wear, tear, deterioration of the **Proprietary Refrigeration Unit** or other gradually operating cause;
- b) loss occurring in any **Proprietary Refrigeration Unit** which is older than 5 years when this insurance commences unless there is in force in respect of such **Proprietary Refrigeration Unit** a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers;
- c) loss caused by incorrect setting of thermostats or automatic controlling devices;
- d) any **Indirect Loss**;
- e) loss arising from the deliberate act of the public supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes;
- f) **Damage Insured** by any other section of this **Policy**;
- g) any amount in **Excess** of £5,000 in respect of any one **Proprietary Refrigeration Unit**.

Clauses and Conditions that apply to Section 1 – Property Damage

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1.1 Change of Tenancy

You must advise **Us** of all changes in tenancy or occupation within the **Premises** as specified in the General terms and conditions – Alteration in Risk.

If **You** do not comply with this condition **We** will not pay **Your** claim.

1.2 Condition of Average

If at the time of the **Damage** the **Sum Insured** is less than the total value of the **Property** **You** will be considered as **Your** own **Insurer** for the difference and bear a proportionate share of the loss.

1.3 Construction of Buildings

Except as otherwise stated the **Buildings** described in the **Schedule** are of Standard Construction.

1.4 Deep Fat Frying Ranges

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

- a) deep fat frying ranges and frying equipment are fitted with:
 - i. operating thermostats set to prevent the temperature of the cooking oils or fats rising above 205 degrees centigrade or the manufacturer's maximum recommended temperature if less than 205 degrees centigrade;
 - ii. a separate high temperature limit control of a non-self-resetting type to shut off the heat source should the temperature of the cooking oils or fats reach 230 degrees centigrade in the event of failure of the operating thermostats;and
 - iii. where Gas is used as the fuel source such equipment is to be additionally equipped with a flame failure device to cut off the gas supply in the event of flame failure.
 - iv. connection of the deep fat frying equipment to the power or gas supply is to be carried out either by the supplier manufacturer or by a registered person operating under the Capita Gas Safety Register scheme (or are C.O.R.G.I. registered in respect of Northern Ireland or the Channel Islands) or NICEIC or SELECT (Scotland only) registered contractor for electrical power supplies.
 - v. where Gas is used as the fuel source such equipment is to be additionally equipped with a flame failure device to cut off the gas supply in the event of flame failure.
- b) deep fat frying ranges including associated extraction equipment, ductwork and all ancillary components of the flue or ducting is securely fixed and free from contact with combustible surfaces and materials;
- c) the exhaust ducting is to be constructed of and supported by galvanized or stainless steel having watertight seams and joints
- d) extraction hoods canopies filters and grease traps are cleaned at frequent intervals in accordance with manufacturer's recommendations but not less than once a month Disposable filters are to be renewed at least once a fortnight;

The entire length of all extraction ducting including extraction motors and fans are serviced and deep cleaned at least once every 12 months by the installers or a specialist contractor in accordance with the manufacturers' instructions.

The deep fat frying equipment is to be inspected and serviced by the installers or a specialist contractor in accordance with the manufacturing instructions at least once every 12 months.

The following is to be included as part of the process:

- i. testing of all temperatures, controls and thermostatic cut-out's;
- ii. checking of ducts burners fuel and power connections and controls;
- iii. cleaning of internal surfaces of the extraction ductwork and fans;

Where fitted, automatic fire suppression equipment is to be maintained annually under contract by the equipment manufacturer or their appointed approved contractors.

All servicing and cleaning records are to be kept in a safe place and available for inspection if required.

- e) cracklings cooking residue cleaning waste and wipes are to be placed in closed metal containers and:
 - i. removed from the **Buildings** at the **Premises** at the end of each working day; and
 - ii. removed entirely from the **Premises** at least once per week.
- f) the following safety precautions are in place and operational
 - i. a fire blanket is situated in the cooking area in a position where it can be safely reached in the event of fire
 - ii. a 6 litre Class F wet chemical fire extinguisher is situated where it is easily accessible in the vicinity of any deep fat frying equipment and is maintained under an annual service contract with a BAFE registered contractor

If **You** do not comply with this condition, **We** will not pay **Your** claim.

1.5 Designation

For the purposes 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.

1.6 Fire Break Doors and Shutters

The following conditions apply to this section, in respect to all fire break doors and shutters are kept closed except during working hours and are maintained in efficient working order.

If **You** do not comply with this condition **We** will not pay **Your** claim.

1.7 Fire Extinguishing Appliances

The following conditions apply to this section, in respect to all fire extinguishing appliances for which **You** are responsible will be maintained in efficient working order during the currency of this insurance.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

1.8 Fire Extinguishment – Automatic Sprinkler Installations

This Condition is only operative if Sprinkler Leakage is shown as Insured on the Schedule

The following conditions apply to this section:

- a) a reduced premium rate is allowed on account of such an installation;
- b) such an installation is required by **Us** as a condition of cover; or
- c) the insurance covers **Damage** by the accidental escape of water from a sprinkler installation;

You will:

- a) take all reasonable steps to:
 - i. prevent frost and other **Damage** to the installations; and in so far as it is **Your** responsibility;
 - ii. maintain the installations (including the automatic external alarm signal) in efficient condition;
 - iii. maintain ready access to the water supply control facilities;
- b) in the event that changes repairs or alterations to the installations are proposed notify **Us** in writing and obtain **Our** prior agreement in writing;
- c) allow **Us** access to the **Premises** at all reasonable times for the purpose of inspecting the installations; and undertake to:
 - i. make a test every week for the purposes of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installations are fully open;
 - ii. make a test every working day for the purposes of ascertaining the condition of the circuit between the alarm switch and the control unit;
 - iii. make a test at least once a week for the purposes of ascertaining the condition of:
 - i. the Brigade connection; and
 - ii. the batteries in respect of each approved **System** for the transmission of alarm signals from sprinkler installations to a Fire Brigade;

- iv. make quarterly or half-yearly tests if required by **Us** to do so for the purposes of ascertaining that each water supply is in order and record the particulars of each test;
- v. make tests every week for the purposes of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests;
- vi. have a **Contract** with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations and to obtain from them following each inspection certification that they are in satisfactory working order; and
- vii. remedy promptly any defect revealed by such tests or otherwise; If **You** do not comply with this condition **We** will not pay **Your** claim.

1.9 Reinstatement by the Insurer

If any **Property Insured** is to be reinstated or replaced by **Us**, **You** shall at **Your** 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 the maximum amount payable in respect of any one of the items **Insured** is its **Sum Insured**.

1.10 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 have become entitled by subrogation against:

- a) any company standing in relation of parent to subsidiary (or subsidiary to parent) to **You**; and
- b) any company which is a subsidiary of a parent company of which **You** are a subsidiary;
in each case within the meaning of the Companies Act or the Companies (NI) Order as appropriate current at the time of **Damage**.

1.11 Index Linking

The **Sum Insured** by each item of this section is subject to **Index Linking**.

1.12 Limit of Liability

The maximum amount payable in respect of any one item is the **Sum Insured** stated in the **Schedule** for that item plus **Index Linking**.

1.13 Fire Extinguishment Kitchens/Cooking Areas

The following conditions apply to this section, in respect to any kitchens and other areas used for cooking a Fire Blanket and a 9 liter foam or 2 kilogram carbon dioxide or 4.5 kilogram dry powder or a 6 liter Class F wet chemical fire extinguisher be available for immediate use and the extinguisher be regularly maintained under **Contract**.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

1.14 Unoccupancy

The following conditions apply to this section, in respect to the **Premises** or any part thereof become **Empty or Disused**:

- a) **You** notify **Us** immediately that the Building(s) are Empty and pay any extra premium paid required and of any **Damage** to the Empty Building(s) whether or not such loss destruction or **Damage** is **Insured**;
- b) all main services are to be turned off at the mains except where needed to maintain any fire or intruder alarm **System** in operation and the water and heating **Systems** drained;
- c) the **Premises** are to be adequately secured against unauthorised entry;
- d) at least weekly internal and external inspections are to be made of the **Premises** by **You** or a responsible person acting on **Your** behalf;
- e) all trade refuse and other waste materials such as junk mail and newspapers are to be removed from the interior of the **Premises** and no accumulation of refuse and waste be allowed in any adjoining yards or spaces **You** own;
- f) **You** shall secure the **Buildings** and rectify any defects which render the **Buildings** insecure; If **You** do not comply with this condition **We** will not pay **Your** claim.

1.15 Stock in any cellar or basement

The following conditions apply to this section, in respect of **Stock** losses arising from the **Defined Perils** of storm, flood or escape of water **We** shall not be liable for any **Damage** to such **Stock** contained in any cellar or basement unless such **Stock** is placed on racks or shelves at least 150mm (6") above floor level.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

1.16 IP001 ALARM Intruder Alarm Condition

The following definitions apply to this condition and will keep the same meaning wherever they appear in this condition.

1.17 Alarmed Premises

The **Premises** or those portions of the **Premises** protected by the **Intruder Alarm System**.

1.18 Intruder Alarm System

The component parts including the means of communication used to transmit signals to the alarm receiving centre.

1.19 Keyholder

You or any person or keyholding company authorised by **You** who is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** attend and allow access to the **Premises**.

1.20 Responsible Person

You or any person authorised by **You** to be responsible for the security of the **Premises**.

The following conditions apply to this section, in respect to any **Damage** following entry or attempted entry to or exit from the **Premises** by forcible and violent means that:

- a) the **Premises** are protected by an **Intruder Alarm System** installed as agreed by **Us**;
- b) the **Intruder Alarm System** will be maintained in full and efficient working order under a **Contract** to provide both corrective and preventative maintenance with the Intruder Alarm Installers or other Installers/Engineers as agreed with **Us**;
- c) no alteration to or substitution of:
 - i. any part of the Intruder Alarm **System**;
 - ii. the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm **System**;
 - iii. the maintenance **Contract**;be made without Our written consent.
- d) the **Alarmed Premises** will not be left without at least one **Responsible Person** therein without **Our** agreement:
 - i. unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals in full operation;
 - ii. if the Police have withdrawn their response to alarm calls.
- e) all keys to the **Intruder Alarm System** are removed from the **Premises** when they are left unattended;
- f) **You** maintain secrecy of codes for the operation of the **Intruder Alarm System** and no details of same are left on the **Premises**;
- g) **You** will appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities;
- h) in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any **Period** that the **Intruder Alarm System** is set a **Keyholder** will attend the **Premises** as soon as reasonably possible;
- i) in the event **You** receive any notification:
 - i. that Police attendance in response to alarm signals/call from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed;
 - ii. from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
 - iii. that the **Intruder Alarm System** cannot be returned to or maintained in full working order;

You will advise **Us** as soon as possible and, in any event, not later than 10.00am on the next working day and comply with any subsequent requirements stipulated by **Us**.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

1.21 Composite Panels

- a) the following conditions apply to this section, in respect of any **Building** containing composite panels with combustible cores that:
 - i. the existence and extent of the composite panels has been fully disclosed to **Us** prior to inception of the **Policy**;
 - ii. all wiring passing through composite panels is, and will continue to be, encased in metal conduits and sealed with rubber grommets;
 - iii. when services which pierce any composite panels are removed the openings will immediately be capped by metal plates;
 - iv. any ductwork or services that pass through composite panels and which may get hot are and will continue to be sleeved in non-combustible insulation sufficient to prevent any transfer of heat to the composite panels through which they pass;
 - v. no repairs will be made to composite panels that involve Welding, grinding cutting or other obvious ignition sources; and
 - vi. heat sources will be kept a minimum distance of 2 metres away from all composite panels.
- b) the following conditions apply to this section, in respect of any building containing composite panels that:
 - i. fire extinguishers and fire blankets suitable both in number and type, are supplied for all cooking areas;
 - ii. at least weekly inspections are undertaken by **You** to check for **Damage** to composite panels or panel joints;
 - iii. any defects which are found during the course of the inspections referred to at ii) are rectified or the defective panel(s) replaced by a panel(s) with a non-combustible core without delay and in any event within 7 days; and

- iv. there is no external storage of combustible waste **Stock** packaging pallets or skips or bins containing such items within 10 metres of any building containing composite panels.
- c) where work involving the application of heat is to be carried out in any building containing composite panels with combustible cores the following condition applies;

If **You** do not comply with this condition, **We** will not pay **Your** claim.

1.22 Waste Removal – A (Oily/Greasy Waste, Weekly Removal) Applicable if noted on the Schedule

The following conditions apply to this section, in respect to all oily and/or greasy waste and used cleaning cloths which remain in the **Buildings** overnight will be kept in metal receptacles with close fitting metal lids and removed from the **Buildings** at least once a week.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

1.23 Waste Removal – B (Combustible Waste, Daily Removal) Applicable if noted on the Schedule

The following conditions apply to this section, in respect to all combustible trade waste and refuse will be removed from the **Buildings** every night.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

1.24 Waste Removal – C (Combustible Waste, Weekly Removal) Applicable if noted on the Schedule

The following conditions apply to this section, in respect to all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the **Buildings** at least once a week.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Section 2 – Business Interruption

This section is only operative if shown as Insured on the Schedule.

Certain words have specific meanings for the purpose of this section, General exclusions also apply to this section.

Definitions for Section 2 – Business Interruption

For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.

Actual Gross Profit or Actual Gross Revenue

The **Gross Profit** or **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months).

Additional Cost of Working

The additional expenditure necessarily and reasonably incurred by **You** in consequence of the **Insured Damage** in order to prevent or minimise the interruption of or interference with the **Business** during the **Indemnity Period**.

Annual Gross Revenue

The **Gross Revenue** during the twelve months immediately before the date of the **Incident**.

Annual Turnover

The **Turnover** during the twelve months immediately before the date of the **Incident**.

Annual Rent Receivable

The **Rent Receivable** during the twelve months immediately before the date of the **Incident**.

Business Interruption

Business Interruption shall mean loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of loss or destruction of or **Damage Insured** under Section 1 to **Property** used by **You** at the **Premises** for the purpose of the **Business**.

Defined Peril

Fire, Lightning, Explosion or Earthquake, Impact by Aircraft or other aerial devices or articles dropped from them or by any **Vehicle**, train, animal, falling tree or branch, aerial or mast or satellite dish, Riot, civil commotion, strikers, locked-out workers or persons taking part in labour, disturbances or malicious persons, Storm or Flood, Escape of water from any tank, apparatus or pipe, including **Damage** to any fixed tank, apparatus or pipe caused by freezing or forcible and violent bursting Leakage of fuel from any fixed heating installation and beverages from storage containers, pipes or apparatus, Theft or any attempt thereof following forcible and violent entry to or exit from the **Premises**.

Estimated Gross Profit or Estimated Gross Revenue

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

Gross Profit

The amount by which:

- a) the sum of the amount of the turnover and the amounts of the closing **Stock** and work in progress shall exceed;
- b) the sum of the amount of the opening **Stock** and work in progress and the amount of the uninsured **Working Expenses**.

Gross Revenue

The **Money** paid or payable to **You** for services rendered in the course of the **Business** at the **Premises**.

Special Provision in respect of Gross Revenue

The amounts of the opening and closing **Stocks** (including work in progress) shall be arrived at in accordance with **Your** usual accounting methods

due provision being made for depreciation.

Incident

- a) loss or destruction of or **Damage to Property** used by **You** at the **Premises** for the purpose of the **Business**; or
- b) loss destruction of or **Damage to Your** books of account or other **Business** books or records at the **Premises** in respect of Book Debts.

Indemnity Period

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.

Maximum Indemnity Period

The **Period** as stated in the **Schedule**.

Rate of Gross Profit

The rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Incident**.

Rent Receivable

The **Money** paid or payable to **You** for accommodation and services provided in the course of the **Business** at the **Premises**.

Standard Gross Revenue

The **Gross Revenue** during the **Period** in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Standard Rent Receivable

The **Rent Receivable** during the **Period** in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Standard Turnover

The **Turnover** during the **Period** in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Uninsured Working Expenses

Bad debts purchases (less discounts received) carriage packing and freight and discounts allowed, unless otherwise stated in the **Schedule**.

Special Provision in respect of Uninsured Working Expenses

The words and expressions used in this definition shall have the meaning usually attached to them in **Your** books and accounts

Vicinity

A radius of 1 mile from the **Insured Premises**.

Special provision applicable to this section: **Under Rate of Gross Profit, Annual Turnover, Standard Turnover, Annual Rent Receivable, Standard Rent, Receivable Annual Gross Revenue and Standard Gross Revenue** adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other 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 shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative **Period** after the **Incident**.

Cover

In the event of **Business Interruption** **We** will pay to **You** in respect of each item in the **Schedule** the amount of loss resulting from such interruption or interference provided that at the time of the happening of the loss destruction or **Damage** there is an insurance in force covering **Your** interest in the **Property** at the **Premises** against such loss destruction or **Damage** and that:

- a) payment shall have been made or liability admitted therefore; or
- b) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Limit of Liability

Our Liability under this section shall not exceed:

1. 133.33% of the **Estimated Gross Profit** or **Estimated Gross Revenue** shown in the **Schedule**; and
2. 100% of the total **Sum Insured** shown in the **Schedule** for each other item stated in the **Schedule**.

Basis of Claims Settlement

Section 2 – Gross Profit/Estimated Gross Profit

(if shown as operative in the Schedule)

The insurance is limited to loss of **Gross Profit** due to:

- a) reduction in **Turnover**; and
- b) increase in cost of working;

and the amount payable as indemnity shall be:

- a) in respect of a reduction in **Turnover**:
- b) the sum produced by applying the Rate of **Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall fall short of the **Standard Turnover** in consequence of the **Incident**; and in respect of increase in cost of working:
 - the additional expenditure (subject to the provisions of the **Uninsured Working Expenses** 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 **Incident** but not exceeding the sum produced by applying the Rate of **Gross Profit** to the amount of the reduction in **Turnover** avoided less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Incident** provided that:
 - if the **Sum Insured** by the item on **Gross Profit** be less than the sum produced by applying the Rate of **Gross Profit** to the **Annual Turnover** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

Section 2 – Gross Revenue/Estimated Gross Revenue

(if shown as operative in the Schedule)

The insurance is limited to:

- a) loss of **Gross Revenue**; and
- b) increase in cost of working;

and the amount payable as indemnity shall be:

- a) in respect of loss of **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Incident**; and
- b) 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 **Incident** but not exceeding the amount of the reduction in **Gross Revenue** thereby avoided less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Incident**.

Provided that:

- if the **Sum Insured** by the item on **Gross Revenue** be less than the **Annual Gross Revenue** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

Section 2 – Rent Receivable

(if shown as operative in the Schedule)

The insurance is limited to:

- a) loss of **Rent Receivable**; and
- b) increase in cost of working;

and the amount payable as indemnity shall be:

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

Provided that:

If the **Sum Insured** by the item on **Rent Receivable** be less than the **Annual Rent Receivable** (or a proportionately increased multiple thereof where the Maximum **Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

Section 2 – Additional Increase in Cost of Working

(if shown as operative in the Schedule)

The insurance is limited to the additional expenditure beyond that recoverable under clause b) of any item on **Gross Profit** or **Gross Revenue** of this insurance necessarily and reasonably incurred in consequence of the **Incident** for the sole purpose of avoiding or diminishing the reduction in **Gross Profit** or **Gross Revenue** which would have occurred during the **Indemnity Period** but for that expenditure.

Section 2 – Additional Cost of Working Only

(if shown as operative in the Schedule)

The insurance is limited to **Additional Cost of Working** only and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity Period** in consequence of the **Incident**.

Provided that:

Our liability shall be no more than 50% of the **Sum Insured** for such additional expenditure arising in the first 3 months following the date of the **Damage** or 10% of the **Sum Insured** for the additional expenditure in any one month thereafter but **Our** liability shall not exceed the **Sum Insured** as stated in the **Schedule**.

Section 2 - Accounts Receivable

(If shown as operative in the Schedule)

Additional Definitions

Also refer to the **Policy** and section definitions at the beginning of this **Policy** and section.

The following additional definitions apply to this section and shall keep the same meaning wherever they appear in this section.

Customer Accounts

Your accounts for all customers who trade with **You** on a credit or hire purchase basis.

Outstanding Debit Balances

The **Money** owed to **You** by customers at the date of the **Damage** taking into account:

- a) bad debts;
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customer Accounts** in the **Period** between the date to which the statement relates and the date of the **Damage**;
- c) **Your** last record of amounts owed by customers.

Exclusions to this section

Damage arising from:

- a) the mislaying or misfiling of records or tapes;
- b) wear tear and gradual deterioration vermin rust damp or mildew;
- c) dishonest or fraudulent acts by any of **Your Employees**;

- d) the deliberate act of the supply undertaking in restricting or withholding electricity supply;
- e) deliberate falsification of records or tapes;
- f) the erasure loss distortion or corruption of information on computer **Systems** or other records or programs or software;
- g) the failure to collect debts which have been traced and established.

Additional Condition to this section

These conditions of cover apply only to this **Policy**.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred:

- a) if the **Sum Insured** is less than the **Outstanding Debt Balances** the amount payable shall be proportionately reduced;
- b) **You** shall:
 - i. maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and in the event of an **Incident** giving rise to a claim shall supply that record to **Us**;
 - ii. keep all **Business** records in which credit accounts of the **Business** are shown stored in fire resisting safes strongrooms or cabinets when not in use.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Section 2 - Loss of Licence

(if shown as operative in the Schedule)

Additional Definitions

Also refer to the **Policy** and section Definitions at the beginning of this **Policy** and section.

The following additional definition applies to this section and shall keep the same meaning wherever it appears in this section.

Indemnity Period

The **Period** beginning with the loss of licence and ending not later than 12 months thereafter during which the results of the **Business** are affected in consequence of the loss of licence provided that if the **Premises** are disposed of within the 12 months after the loss of licence the **Indemnity Period** will terminate either:

- a) upon the disposal; or
- b) 12 months from the loss of licence whichever is the earlier.

In the event of the licence for the sale of excisable liquors which has been granted in respect of the **Premises** being forfeited suspended or withdrawn **We** will pay **You**:

- a) the amount by which the **Gross Profit** during the **Indemnity Period** falls short of the **Gross Profit** during the equivalent **Period** immediately before the forfeiture suspension or withdrawal of the licence;
- b) the **Increased Cost of Working** for the sole purpose of avoiding or diminishing the reduction in **Gross Profit** during the **Indemnity Period** but not more than the loss avoided under (a) less any amount saved during the **Indemnity Period** in respect of reduced expenses due to the event;
- c) the reduction in value of the **Premises** if **You** are unable to obtain a licence for a **Period** of twelve months from the date of forfeiture suspension or withdrawal of the licence and **You** sell the **Premises**;
- d) all costs and expenses incurred by **You** with **Our** written consent;
- e) auditors' Charges.

We will not be liable for any loss where:

- a) **You** are entitled to obtain a payment of **Compensation** under any legislation or Bye-law in respect of refusal to renew the licence;
- b) alterations to the **Premises** requiring the consent of the licensing or other authority are made without consent;
- c) the **Premises** are closed for any **Period** not required by law;
- d) the **Premises** are not maintained in a good state of sanitary condition or repair;

- e) any direction or requirement of the licensing or other authority is not complied with;
- f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through **Your** misconduct procurement connivance neglect or omission by **You** to take any necessary step to keep the licence in force;
- g) prior or subsequent to the refusal to renew or forfeiture of the licence the **Premises** are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town and country planning improvement or redevelopment or surrender reduction or redistribution of licences in connection with reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences.

Paragraphs (b) to (f) inclusive will not apply where **You** or any other claimant under this section prove to **Our** reasonable satisfaction that the matter was completely beyond **Your** or their power or control.

Extensions to Section 2 – Business Interruption

Cover provided by this section is extended to include:

i. Alternative Trading

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

ii. Automatic Reinstatement after a Loss

In the event of loss the limits stated in the **Basis of Claims Settlement** will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by **Us** or **You** and **You** shall pay any required premiums for reinstatement from that date.

iii. Contract Sites

This section includes loss as **Insured** by this section resulting from interruption or interference with the **Business** in consequence of an **Incident** at any site in the **Territorial Limits** not in the occupation of **You** where **You** are carrying out a **Contract**.

iv. Departmental Trading

If the **Business** is conducted in departments and independent trading results can be ascertained the **Basis of Settlement** for **Gross Profit** shall apply separately to each department affected

v. Essential Employees

This section includes loss resulting from interruption of or interference with the **Business** carried on at the **Premises** following loss of an **Employee** from **Your** service as a result of:

- a) i) death of the **Employee**;
- ii) bodily **Injury** which, in the opinion of **Our** medical officer, will in all likelihood prevent the **Employee** from carrying out their usual employment or usual occupation for the remainder of their life, caused solely and directly by violent accidental external and physical means;

- b) the **Employee** winning a prize on the national lottery premium bonds or football pools providing their win exceeds £100,000;

but excluding losses where the **Employee**:

- a) has been employed by **You** for a **Period** of less than 12 months;
- b) has served notice or has been served notice of termination of their employment prior to the occurrence;
- c) has been absent from work through sickness, disability or suspension for a **Period** exceeding 4 weeks at the time of the occurrence.

The insurance by this extension shall only apply for the **Period** beginning with the death or permanent total disability or lottery win premium bond win or football pools win and lasting no longer than 3 months thereafter.

vi. Failure of Supply

This section includes loss resulting from interruption of or interference with the **Business** as **Insured** as a result of the accidental failure of supply of:

- a) electricity at the terminal ends of the service provider's feeders at the **Premises**;
- b) gas at the service provider's metres at the **Premises**;
- c) water at the service provider's main stop cock serving the **Premises** (other than by drought);

- d) telecommunications services (excluding the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) at the incoming line terminals or receivers at the **Premises** but excluding satellites.

not occasioned by the deliberate act of any service provider nor by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunication services.

Special Conditions applicable to this clause:

- i. the Maximum **Indemnity Period** shall not exceed 3 months in respect of telecommunications services;
- ii. the **Indemnity Period** shall commence 24 hours after the commencement of the failure of supply including telecommunications services and not as stated in the Definitions.

vii. Disease, Food Poisoning, Vermin, Murder, Suicide

We shall indemnify **You** in respect of interruption of or interference with the **Business** during the **Indemnity Period** following occurrence of

- a) Acute Encephalitis Acute Poliomyelitis Anthrax Chickenpox Cholera Diphtheria Dysentery Legionellosis Legionnaires Disease Leprosy Leptospirosis Malaria Measles Meningococcal infection Mumps Ophthalmia Neonatorum Paratyphoid Fever Plague Rabies Rubella Scarlet Fever Smallpox Tetanus Tuberculosis Typhoid Fever Viral Hepatitis Whooping Cough or Yellow Fever sustained by any person at the **Premises**;
- b) Injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink supplied from the **Premises** or attributable to food or drink supplied from the **Premises**;
- c) the discovery of vermin or pests at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- d) 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; or
- e) murder or suicide at the **Premises**.

For the purposes of this clause:

Indemnity Period shall mean the **Period** during which the results of the **Business** shall be affected in consequence of the occurrence discovery or accident beginning from the date of the discovery of the occurrence and not ending later than the **Maximum Indemnity Period** thereafter shown below

Premises shall mean only those locations stated in the **Premises** definition. In the event that the section includes an extension which deems loss destruction or **Damage** at other locations to be an **Incident** such extension shall not apply to this clause.

We shall not be liable under this clause for any costs incurred in the cleaning repair replacement recall or checking of **Property**;

We shall only be liable for the loss arising at those **Premises** which are directly affected by the occurrence discovery or accident

We shall not be liable for any amount exceeding £100,000 during any one **Period of Insurance**

Maximum Indemnity Period shall mean 3 months.

viii. Professional Accountants

We will pay the charges payable by **You** to **Your** professional accountants for producing information required by **Us** and for reporting that such information is in accordance with **Your** accounts but not for any other purposes in the preparation of any claim.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the **Policy** shall in no case exceed the **Sum Insured**.

ix. Prevention of Access

Subject to the terms and conditions of this section loss resulting from interruption of or interference with the **Business** in consequence of loss destruction of or **Damage** to **Property** in the **Vicinity** of the **Premises**, where such loss destruction or **Damage** shall prevent or hinder the use of or access to the **Premises** whether or not **Your Premises** or **Your Property** in the **Premises** is **Damaged** shall be deemed to be an **Incident** but excluding loss resulting from loss or destruction of or **Damage** to **Property** of any supply undertaking from which **You** obtain electricity gas water or telecommunications services which prevents or hinders the supply of such services

x. Prevention of Access – Loss of Attraction

Damage to **Property** in the **Vicinity** of the **Premises** which directly results in loss of attraction to **Your Business** by customers or potential customers **Our** liability under this extension shall not exceed £50,000 any one **Period of Insurance**

xi. Prevention of Access - Public Emergency

The actions or advice of a competent Public Authority due to an emergency likely to endanger life or **Property** in the **Vicinity** of the **Premises** which prevents or hinders the use or access to the **Premises** We shall not be liable for any loss:

- a. during the first four hours;
- b. during any **Period** other than the actual **Period** when access to the **Premises** was prevented;
- c. as a result of labour disputes;
- d. occurring in Northern Ireland;
- e. as a result of any contagious or infectious disease;
- f. **Our** liability under this extension shall not exceed £50,000 any one **Period of Insurance**.

xii. Public Utilities

This section includes loss as **Insured** by this section resulting from interruption or interference with the **Business** in consequence of loss destruction or **Damage to Property** at any:

- a. generating station or sub-station of the public electricity supply undertaking;
- b. land based **Premises** of the public gas supply undertaking or of any natural gas producer linked directly therewith;
- c. water works and pumping stations of the public water supply undertaking; and
- d. land based **Premises** of the public telecommunications undertaking; from which **You** obtain electricity gas water or telecommunications services within the **Territorial Limits** which shall be deemed to be an **Incident**.

xiii. Storage Sites

This section includes loss as **Insured** by this section resulting from interruption or interference with the **Business** in consequence of loss destruction or **Damage** at the **Premises** of any site where **Your Goods** are stored in the **Territorial Limits**, which shall be deemed to be an **Incident**.

xiv. Theft

Notwithstanding Exclusion (2c) of Section 2 the insurance by Section 2 extends to cover **Business Interruption** caused by or consisting of theft or attempted theft excluding any such **Business Interruption**:

- a. not involving entry to or exit from the **Premises** by forcible and violent means or violence or threat of violence to **You** or any of **Your Employees** or any other person lawfully on the **Premises**; or
- b. of **Property** in the open or **Property** in any outbuilding or other building not communicating with the main building of the **Premises**.

xv. Transit

This section includes loss as **Insured** by this section resulting from interruption or interference with the **Business** in consequence of loss destruction or **Damage to Your Property** while in transit in Great Britain or Northern Ireland but excluding loss in respect of impact to or collision with the conveying road or rail **Vehicle** or waterborne craft.

xvi. Unspecified Customers

This section includes loss as **Insured** by this section resulting from interruption or interference with the **Business** in consequence of loss destruction or **Damage** at the **Premises** of any of **Your** Customers all in the **Territorial Limits** which shall be deemed to be an **Incident**.

Provided that for the purposes of this extension the term Customers means the companies organisations or individuals with whom at the time of the **Incident** **You** have **Contracts** or trading relationships to supply **Goods** or services. **Our** Liability under this extension shall not exceed £100,000 or 10% of **Your** annual **Gross Profit** whichever is the lesser.

xvii. Unspecified Suppliers

This section includes loss as **Insured** by this section resulting from interruption or interference with the **Business** in consequence of loss destruction or **Damage** at the **Premises** of any of **Your** suppliers manufacturers or processors of components **Goods** or materials all in the **Territorial Limits** which shall be deemed to be an **Incident** but excluding loss resulting from loss or destruction of or **Damage to Property** of any supply undertaking from which **You** obtain electricity gas water or telecommunications services which prevents or hinders the supply of such services. **Our** Liability under this extension shall not exceed £100,000 or 10% of **Your** annual **Gross Profit** whichever is the lesser.

xviii. Uninsured Working Expenses

If any working expenses of the **Business** are not **Insured** by this section (having been deducted in arriving at the **Gross Profit** as defined herein) then in calculating the amount recoverable under this section as an increase in cost of working, that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the Uninsured **Working Expenses**.

xix. Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

Additional extensions only operative if shown on the Schedule

Subsidence Ground Heave and Landslip

Notwithstanding Exclusions 3a) and 3b) of Section 2 the insurance by Section 2 extends to cover **Business Interruption** caused by **Subsidence** or **Ground Heave** of any part of the site on which the **Property** stands or **Landslip** excluding:

- a. the first £1,000 of each and every loss in respect of Section 1 at each separate **Premises** as ascertained after the application of any **Condition of Average**.
- b. **Business Interruption** in respect of yards car parks roads pavements walls gates and fences unless also affecting a **Building Insured** by this **Policy**.
- c. **Business Interruption** 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; or
 - v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe.
- d. **Business Interruption** which originated prior to the inception of this cover;
- e. **Business Interruption** resulting from:
 - i. demolition construction structural alteration or repair of any **Property**; or
 - ii. groundworks or excavation at the **Premises**.

Special Conditions for Subsidence Ground Heave and Landslip Clause:

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Insofar as this insurance relates to **Business Interruption** caused by **Subsidence Ground Heave** or **Landslip**:

- a. **You** shall notify **Us** immediately if **You** 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.

Automatic Sprinkler Installations

The insurance provided by Section 2 - **Business Interruption** extends to include losses arising from the accidental discharge or leakage of water from an automatic sprinkler installation provided that **You** shall so far as **Your** responsibility extends maintain the sprinkler installation including any automatic alarm signaling equipment in efficient condition.

If **You** do not comply with this condition **We** will not pay **Your** claim Excluding **Damage**:

- a. happening whilst the **Premises** are **Empty or Disused**;
- b. caused by heat which is itself caused by fire;

- c. caused by explosion earthquake or subterranean fire.

Exclusions that apply to Section 2 – Business Interruption

What is not covered (see also General exclusions):

1. **Business Interruption** 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 vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control other than in respect of any boiler or economiser on the **Premises** or a boiler used for domestic purposes only;
 - c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - d. faulty or defective workmanship operational error or omission by **You** or any of **Your Employees**;
but this shall not exclude subsequent **Business Interruption** which itself results from a cause not otherwise excluded.
2. **Business Interruption** 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. theft or attempted theft;
 - d. 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;
 - e. mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates;
 - f. the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services;
but this shall not exclude:
 - a. such **Business Interruption** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss destruction or **Damage**;
 - b. subsequent **Business Interruption** which results from a cause not otherwise excluded.
3. **Business Interruption** 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;
 - c. acts of fraud or dishonesty.
4. **Business Interruption** 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 commotions or malicious persons;
 - c. 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.
5. **Business Interruption** resulting from destruction of or **Damage** to a building or structure used by **You** at the **Premises** caused by its own collapse or cracking unless resulting from a **Defined Peril** insofar as it is not otherwise excluded;
6. **Business Interruption** in respect of movable **Property** in the open fences and gates caused by wind rain hail sleet snow flood or dust;
7. **Business Interruption**:
 - a. caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
 - b. (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair.
8. **Business Interruption**:

- a. caused by freezing;
 - b. caused by escape of water from any tank, apparatus or pipe;
 - c. caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation;
 - d. caused by theft or any attempted theft; or
 - e. to fixed glass;
in respect of any **Building** which is **Empty**.
9. **Business Interruption** in respect of:
- i. glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects;
 - ii. **Property** in transit;
 - iii. **Vehicles** licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling **Stock**, watercraft or aircraft;
 - iv. **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property**;
 - v. in course of construction or erection;
 - vi. land road pavement piers jetties bridges culverts or excavations;
 - vii. **livestock** growing crops or trees;
- other than in respect of such **Business Interruption** caused by a **Defined Peril** insofar as it is not otherwise excluded.
10. **Business Interruption** directly or indirectly caused by or arising from any programming or operator error, **Virus or Similar Mechanism** or **Hacking**.

Clauses and Conditions that apply to Section 2 – Business Interruption

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

2.1 Cessation of Trading

This section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

2.2 Condition of Average

If at the time of the **Damage** the **Sum Insured** is less than the total value of the **Property** **You** will be considered as **Your** own **Insurer** for the difference and bear a proportionate share of the loss.

2.3 Declarations

Prior to each renewal date **You** shall provide **Us** with the **Estimated Gross Profit** for the financial year most nearly concurrent with the ensuing **Period of Insurance**.

Not later than 6 months after the expiry of each **Period of Insurance** **You** shall provide **Us** with a declaration confirmed by **Your** auditors of **Gross Profit** earned during the financial year most nearly concurrent with the expired **Period of Insurance** If any **Incident** has occurred giving rise to a claim for loss of **Gross Profit** such declaration will be increased by **Us** for the purpose of premium adjustment by the amount by which the **Gross Profit** was reduced during such financial year solely in consequence of the **Incident**.

Premiums are provisional If the declaration of **Gross Profit** provided by **You** and confirmed by **Your** auditors proportionately increased where the **Maximum Indemnity Period** exceeds 12 months is:

- A. less than the estimated **Gross Profit** for the relative **Period of Insurance** **We** will allow a pro-rata refund of premium on the estimated **Gross Profit** not exceeding 50% of such premium paid;
- B. greater than the **Estimated Gross Profit** for the relative **Period of Insurance** **You** shall pay a pro rata addition to the premium paid on the **Estimated Gross Profit**.

2.4 New Business

For the purpose of any claim arising from an **Incident** occurring before the completion of the first years trading of the **Business** at the **Premises** such loss will be ascertained by applying the **Gross Profit Gross Revenue** or **Rent Receivable** earned during the **Period** between the commencement of the **Business** and the date of the **Incident** to the amount by which the **Gross Profit Gross Revenue** or **Rent Receivable** during the **Period** of interruption or interference will have fallen short of the proportional equivalent for that **Period** of the **Gross Profit** or **Gross Revenue** or **Rent Receivable** realised during the **Period** between the commencement of the **Business** and the date of the **Incident**.

2.5 Payments on Account

Payments on Account may be made during the **Indemnity Period** if required.

2.6 Premium Adjustment

The following provisions apply separately to each item on **Gross Profit** or **Gross Revenue**.

A. Where the premium paid is not provisional:

At the end of the **Period of Insurance** **We** will allow a pro rata return of premium (not exceeding 50% of the premium paid) if the premium calculated at the appropriate rate on the **Actual Gross Profit** or **Actual Gross Revenue** (as reported by **Your** auditors) is less than the premium paid.

Provided that if the **Actual Gross Profit** or **Actual Gross Revenue** has been affected by **Damage** as **Insured Us** will add to the amount declared the additional amount of **Gross Profit** or **Gross Revenue** which would have been earned in the relative financial year had the **Damage** not occurred and the adjusted figure will be deemed to be the declaration.

B. Where a provisional premium is paid:

The premium paid at the commencement of each **Period of Insurance** is provisional and **You** shall declare to **Us** within six months of the expiry of each **Period** the **Actual Gross Profit** or **Actual Gross Revenue** as reported by **Your** auditors.

The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted as stated below provided that if the **Actual Gross Profit** or **Actual Gross Revenue** has been affected by **Damage** as **Insured Us** will add to the amount declared the additional amount of **Gross Profit** or **Gross Revenue** which would have been earned in the relative financial year had the **Damage** not occurred and the adjusted figure will be deemed to be the declaration.

i. if the insurance is on the **Gross Profit** or **Gross Revenue** basis: If the premium calculated is:

a. less than the premium paid

Us will repay the difference to **You** but not exceeding the difference between the premium paid and the premium payable on 50% of the **Sum Insured**;

b. greater than the premium paid

You shall pay the difference but not exceeding the difference between the premium paid and the premium payable on the full **Sum Insured**;

In the event that no declaration is received within six months of the expiry of the **Period of Insurance** the **Sum Insured** will be deemed to be the declaration and the additional premium due will become payable.

ii. if the insurance is on the **Estimated Gross Profit** or **Estimated Gross Revenue** basis: If the premium calculated is:

a. less than the premium paid **We** will repay the difference to **You**;

b. greater than the premium paid **You** shall pay the difference;

2.7 (2.7) Renewal Clause

(Applicable if **Estimated Gross Profit** or **Estimated Gross Revenue** Cover is operative)

Prior to each renewal **You** shall provide **Us** with the **Estimated Gross Profit** or **Estimated Gross Revenue** for the financial year most nearly concurrent with the ensuing **Period of Insurance**

Section 3 – Money and Assault

(Operative only if stated in the Schedule)

Certain words have specific meanings for the purpose of this section, General exclusions also apply to this section.

Definitions for Section 3 – Money and Assault

Bodily Injury

Bodily Injury by violent and visible means which directly and independently of any other cause results in death or disablement.

Business Hours

Your normal working hours and any other **Period** during which **You** or any **Employees** entrusted with **Money** are on the **Premises** in connection with the **Business**.

Insured Person

You or any of **Your Employees** within the age limits 16 to 70 years.

Loss of Limb

Physical severance of one or more limbs at or above the wrist or ankle or the total and permanent loss of use of an entire hand arm foot or leg.

Loss of Sight

Total and irrecoverable **Loss of Sight** which shall be considered as having occurred:

- a. in both eyes when the **Insured Person**'s name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
- b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet).

Permanent Total Disablement

Permanent Total Disablement (other than by **Loss of Limb** or **Loss of Sight**) which after 24 months of the **Bodily Injury** prevents **You** or any of **Your Employees** from pursuing any occupation.

Temporary Total Disablement

Total disablement which within 24 months of the **Bodily Injury** prevents **You** or any of **Your Employees** from pursuing their normal occupation.

Territorial Limits

The territories and areas detailed in the **Schedule**.

Cover (a) - Money

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

- a. while in transit within the **Territorial Limits** or in a bank night safe until removed by the bank;
- b. from the **Premises** during **Business Hours**;
- c. from the **Premises** out of **Business Hours**;
 - i. in locked safes or strongrooms as specified in the **Schedule**;
 - ii. in all other unspecified locked safes or strongrooms;
 - iii. not in a locked safe or strongroom;
- d. while at **Your** residence or that of any of **Your** principals Directors or authorised **Employees**.

Extensions

i. Clothing and Personal Effects

We will pay for **Damage** to **Clothing and Personal Effects** belonging to **You** or any of **Your Employees** as a result of robbery or attempted robbery up to a limit of £500 in respect of any one person and £1,000 any one **Period of Insurance**.

ii. Safes and machines

We will pay the cost of repair or replacement of safes strong rooms tills cash registers franking machines and special **Money**- carrying cases following loss or destruction of or **Damage** to safes strong rooms tills cash registers franking machines and special **Money**-carrying cases if loss destruction or **Damage** results from theft or attempted theft of **Money** or Non-Negotiable Items subject to a limit of £1000 for any one loss and £5,000 any one **Period of Insurance**.

Exclusions

What is not covered (see also General exclusions):

We shall not indemnify **You** in respect of loss destruction or **Damage**:

1. arising from fraud or dishonesty of any director partner or **Employee** unless discovered and reported to the Police and **Us** in writing within 14 days after the event in which case **Our** liability shall be limited to £5,000 and subject to an **Excess** of £500;
2. resulting from use of any form of payment which proves to be counterfeit false invalid uncollectible or irrecoverable for any reason;
3. where a more specific insurance is in force except for any **Excess** beyond the amount recoverable thereunder;
4. due to errors or omissions;
5. from unattended **Vehicles** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**;
6. outside the **Territorial Limits**;
7. resulting directly or indirectly from forgery fraudulent alteration or substitution fraudulent use of a computer or electronic transfer;
8. from any gaming machine vending machine or automated teller machine or cash dispensing machine unless specifically stated in the **Schedule**.

Cover (b) Personal Accident – Assault

If the **Insured Person** shall suffer **Bodily Injury** caused solely or directly as a result of robbery or attempted robbery in the course of the **Business** We will pay Benefit on the basis of the Table of **Compensation** as stated in the **Schedule**.

Provided that Benefits (a) (b) or (c) must occur within 2 years of sustaining **Bodily Injury**.

Table of Compensation

a. Death	£10,000
b. Total loss or permanent and total loss of use of one or more limbs	£10,000
c. Total and irrecoverable loss of all sight in one or more eyes	£10,000
d. Permanent Total Disablement from any gainful occupation (other than through Loss of Limbs or sight)	£10,000
e. Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks	at the rate per week of £100 Payable Monthly
f. Incurred Medical Expenses provided that such Injury is independent of any other cause and results in death or disablement within 2 years of sustaining such Injury	£500

Exclusions

What is not covered (see also General exclusions):

Our liability does not extend to include **Bodily Injury** arising from or influenced by:

- a. any existing physical defect or infirmity;
- b. the medical condition of any person entitled to **Compensation** hereunder; or **Compensation** will not be payable;
- c. under more than one of the Benefits for the same **Injury**; or

- d. under more than one section of this **Policy** in respect of the same **Injury**.

No further **Compensation** will be payable to the same **Insured Person** after payment of any **Compensation** made under Benefits (a) (b) (c) or (d).

Clauses and Conditions that apply to Section 3 – Money and Assault

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3.1 Money Carrying

The following conditions apply to this section, in respect to **Money** in transit shall be carried by the number of able bodied and responsible adults or by the security carrier described below:

- a. up to £2,500 One able bodied and responsible adult;
- b. greater than £2,500 up to £5,000 Two able bodied and responsible adults;
- c. greater than £5,000 up to £7,500 Three able bodied and responsible adults;
- d. greater than £7,500 up to £10,000 Four able bodied and responsible adults;
- e. greater than £10,000 by Approved Security Carrier.

If **You** do not comply with this condition **We** will not pay **Your** claim.

3.2 Key Security

The following conditions apply to this section, in respect to outside **Business Hours** the safes or strongrooms be kept locked and the keys and/or combination codes of the safes or strongrooms shall not be left on the **Premises** unless the **Premises** are occupied by **You** or any of **Your** authorised **Employees** in which case such keys and/or combination codes if left on the **Premises** shall be deposited in a secure place not in the **Vicinity** of the safes or strongrooms.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

3.3 Declaration Condition

If the premium or part of any premium is calculated on estimates **You** have supplied to **Us** **You** shall keep a record of all such relevant particulars and shall allow **Us** to inspect such records at any reasonable time.

You shall furnish **Us** with such information as **We** may require at the expiry of each **Period of Insurance** within the **Period** specified by **Us** The premium shall be adjusted annually and any difference shall be paid by or returned to **You** subject to any agreed minimum or deposit premium specified in the **Schedule**.

Section 4 – Goods in Transit

(Operative only if stated in the Schedule)

Certain words have specific meanings for the purpose of this section, General exclusions also apply to this section.

Definitions for Section 4 – Goods in Transit

Clothing and Personal Effects

Personal possessions belonging to **You** or **Your** drivers worn or carried during transit excluding cash, bank notes, credit cards, jewelry, audio visual and telecommunications equipment watches.

Consignment

All **Property** sent at one time in one or more packages in one load to the same destination.

Money

Cash, bank and currency notes, cheques, postal orders, **Money** orders, crossed bankers drafts, current postage stamps, unused units in franking machines, National Savings Stamps and Certificates National Insurance Stamps, trading stamps, gift tokens, customer redemption vouchers, VAT purchase receipts, credit company sales vouchers, credit card counterfoils, travellers tickets and insofar as such are not otherwise **Insured** holidays with pay stamps and luncheon vouchers.

One Event

Any one occurrence or series of occurrences attributable to one original cause.

Property

Goods and **Tools** belonging to **You** or for which **You** are responsible relating to the **Business** shown in the **Schedule** except for any **Goods** specifically excluded by this section.

Territorial Limits

The territories and areas detailed in the **Schedule** including sea or air transits between the territories and areas detailed in the **Schedule**

Tools

Tools, tool kits or test equipment which **You** own or are hired by **You** or used by **You** in connection with the **Business** and for which **You** are responsible.

Vehicle

Motor **Vehicle**, articulated **Vehicle**, trailer and semi-trailer.

Cover

In the event of **Damage** to **Property** in transit to destinations within the **Territorial Limits** whilst being carried by **Vehicles** operated by **You** hauliers couriers rail or post **We** will pay **You** the value of the **Property** at the time of the **Damage** or at **Our** option reinstate replace or repair the **Property** In the event of **Damage** affecting labels capsules or wrappers **We** shall not be liable for more than an amount sufficient to pay the cost of new labels capsules or wrappers and the cost of reconditioning the **Property** but in no event shall **We** be liable for more than the **Insured** value of the **Damaged Property**.

Cover commences when the **Property** is lifted immediately prior to despatch or loading and continues until arrival at destination including unloading.

Cover includes temporary housing in the course of transit whether on or off the means of conveyance and does not include temporary housing of **Property** unloaded from a **Vehicle** at any **Premises** owned or rented by **You**.

Cover includes incoming supplies and **Property** consigned to **You** from addresses within the **Territorial Limits** if it is **Your** responsibility.

Limit of Liability

Our liability under this section shall not exceed any **Limit of Liability** as stated in the **Schedule** in respect of any One Event or any other **Limit of Liability** as stated herein.

Extensions

i. Clothing and Personal Effects

In the event of the payment of a claim under this section for **Property We** will also pay up to £500 for **Damage to Clothing and Personal Effects** (excluding wear and tear) whilst they are in **Vehicles** operated by **You**.

ii. Expenses

We will pay expenses reasonably incurred for which **You** are responsible in:

- a) the removal of debris and site clearance of **Property Damaged** whilst in transit from the immediate area of the site where the **Damage** occurred;
- b) transferring **Property** to any other **Vehicle** following fire collision overturning or impact of the conveying **Vehicle** including carrying the **Property** to the original destination or to place of collection;
- c) reloading onto the **Vehicle** any **Property** which has fallen from the **Vehicle**; and
- d) re-securing the **Property** where there is dangerous movement of the load in transit;
- e) Subject to a limit of £5,000 in respect of any one loss and £50,000 any one **Period of Insurance**.

iii. Ropes and Sheets

We will pay for **Damage** (excluding wear and tear) to tarpaulins sheets trailer curtains ropes chains webbing straps and packing materials which belong to **You** or for which **You** are responsible whilst carried on any **Vehicle** operated by **You**.

Subject to a limit of £1,000 in respect of any one loss and £10,000 any one **Period of Insurance**.

Exclusions

What is not Covered (see also General exclusions):

We will not provide an indemnity in respect of:

1. **Damage** caused by:
 - a. defective or inadequate packing insulation or labelling inadequate documentation disappearance or unexplained or inventory shortage;
 - b. evaporation or ordinary leakage;
 - c. vermin insects wear tear inherent vice latent defect gradual deterioration;
 - d. an existing or hidden defect;
 - e. vibration denting scratching or bruising;
 - f. mechanical or electrical breakdown derangement defect or failure Shortage in weight.
2. **Damage** caused by deterioration or variation in temperature unless directly consequent upon fire theft or overturning or collision of the carrying **Vehicle**.
3. **Damage** arising from:
 - a. confiscation requisition or destruction by order of any government or any public authority;
 - b. riot civil commotion strikes lockouts or labour disturbances.
4. **Damage**;
 - a. occurring outside the **Territorial Limits**;
 - b. not connected with the **Business**.
5. **Damage** to:
 - i. jewellery precious stones watches clocks gold and silver articles furs curios;
 - ii. wines spirits perfumes and tobacco products;
 - iii. audio visual and telecommunications equipment;
 - iv. computer hardware and software;
 - v. rare books and works of art;

- vi. **Money** and bullion nonferrous metals;
 - vii. living creatures;
 - viii. explosives;
- unless such **Property** is specifically stated in the **Schedule** as **Insured** and the **Damage** is not otherwise excluded.
6. **Damage** caused by theft or attempted theft of the **Property Insured** and/or **Tools** and/or **Clothing and Personal Effects** from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless **You** have ensured that:
 - a. all doors windows and other points of access have been locked where locks have been fitted; and
 - b. all manufacturers' security devices have been put into effect; and
 - c. the keys have been removed from any unattended **Vehicle**; and
 - d. unattached trailers have anti-hitching devices fitted and they are put into effect If **You** do not comply with this condition **We** will not pay **Your** claim.
 7. **Damage** resulting from theft or attempted theft from any unattended **Vehicle** during the hours from 9pm until 6am unless such **Vehicle** is garaged in:
 - a. a securely locked building of substantial nature; or
 - b. a compound which has secure walls and/or fences and securely locked gates If **You** do not comply with this condition **We** will not pay **Your** claim.
 8. **Property** in transit for hire or reward.
 9. loss of market loss of profits delay or any **Indirect Loss**.
 10. the **Excess** as stated in the **Schedule**.

Clauses and Conditions that apply to Section 4 – Goods in Transit

These conditions of **Cover** apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be **Covered** and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3.1 Basis of Claims Settlement

This will normally be a payment in **Money** but **We** have the option to repair replace or reinstate **Property** lost or **Damaged**

In the event of **Damage** to any part of a machine which when complete for sale or use consists of several parts **We** will only pay for the value of the part actually lost or **Damaged** including any replacement charges

3.2 Basis of Valuation

The valuation of **Property** shall be at invoice cost If an invoice has not been raised the basis of valuation will be the value of the **Property** at the time of the commencement of the transit.

3.3 Condition of Average

If at the time of the **Damage** the **Sum Insured** is less than the total value of the **Property** **You** will be considered as **Your** own **Insurer** for the difference and bear a proportionate share of the loss.

3.4 Limitations and Requirements

If **Your Vehicles** are left unattended all doors and the boot must be securely locked and windows and other openings securely closed.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

3.5 Reasonable Precautions

The following conditions apply to this section, **You** must take all reasonable precautions to prevent **Damage** by:

- a. exercising reasonable care in the selection of drivers obtaining references and providing instruction;
- b. exercising reasonable care in the packaging and labelling or addressing of the **Property**;
- c. maintaining **Vehicles** in an efficient and roadworthy condition and ensure they are suitable for the purpose for which they are to be used;

- d. complying with regulations imposed by any lawful authority.

If **You** do not comply with this condition **We** will not pay **Your** claim.

3.6 Reinstatement of Sum Insured

We will automatically reinstate the **Vehicle** limits shown in this section from the date of any loss unless written notice to the contrary is given by **Us**. **You** may be required to pay extra premium and if the loss has resulted from theft **We** may require **You** to fit additional protective devices to the **Vehicle**.

Section 5 – Employers’ Liability

(Operative only if stated in the Schedule)

Certain words have specific meanings for the purpose of this section, General exclusions also apply to this section.

Definitions for Section 5 – Employers’ Liability

Asbestos

Asbestos, **Asbestos** fibres or any derivatives of **Asbestos**.

Compensation

Damages including interest.

Geographical Limits

- a. **Territorial Limits**; or
- b. elsewhere in the World arising out of temporary visits by **Employees** ordinarily resident in the **Territorial Limits**.

Injury

1. **Bodily Injury**, death, illness, disease, illness, mental **Injury** or nervous shock causing **Bodily Injury**.
2. Invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

Offshore

From the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any **Offshore** installation until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return from any **Offshore** installation.

Cover

We will indemnify **You** against all sums that **You** shall become legally liable to pay as **Damages** including claimants’ costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of his employment or engagement by **You** and caused during the **Period of Insurance** and within the **Geographical Limits**.

All costs and expenses incurred by **You** (save as described below) with **Our** written consent in respect of any claim against **You** which may be the subject of indemnity under this **Policy**.

The payment of legal and other defence fees incurred with **Our** written consent and to a limit of £100,000 arising out of any one occurrence for representing **You** at:

- a. any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death and at which **You** or **Your Employee** has been requested to give evidence;
- b. proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **Damage** to material **Property** which may be the subject of indemnity under this **Policy**.

Special Conditions Applicable to this Section

Discharge of Liability

We may pay the Limit of Indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the **Limit of Liability**.

Limit of Indemnity

Our maximum liability payable under this section in respect of any one claim against the **You** or series of claims against **You** arising out of one occurrence inclusive of all costs and expenses shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule**.

Rights of Recovery

The indemnity granted by under this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of

liability to **Employees** in the **Territorial Limits** but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Extensions

i. 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. any of **Your** Directors or partners £250
- b. any **Employee** £100

ii. Health and Safety at Work etc Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** and at **Your** request any director, partner or **Employee** in respect of legal costs and expenses incurred with **Our** consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
2. the Corporate Manslaughter and Corporate Homicide Act 2007 Provided that:
 - a. the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and in connection with a claim in respect of which **You** are entitled to indemnity under this **Policy**;
 - b. **We** shall not provide indemnity in respect of:
 - i. fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;
 - ii. any circumstances for which indemnity is provided by any other insurance;
 - iii. proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this section extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
 - iv. proceedings which arise out of any activity or risk excluded from this **Policy**.
3. **Our** liability in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences.

iii. Indemnity to Principal

We will subject otherwise to the terms, exclusions conditions and **Endorsements** of this **Policy** indemnify any principal under this section against liability in respect of **Injury** or loss of or **Damage** to material **Property** to the extent that any **Contract** or agreement entered into by **You** with any principal so requires.

Provided that:

- a. an indemnity would have been provided had a claim been made against **You**;
- b. the principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this **Policy** as far as they can apply;
- c. the conduct and control of claims is vested in **Us**;
- d. the indemnity shall not apply to liability in respect of liquidated **Damages** or under any penalty clause;

iv. Temporary Employees

We will indemnify **You** against legal liability arising out of the employment of temporary **Employees** provided that the total number of days during which all such temporary **Employees** are employed does not exceed the number of days stated in the **Schedule** during any one **Period of Insurance**.

For the purpose of this extension the total number of days employed shall mean the combined total of days employed for all temporary **Employees**.

v. Unsatisfied Court Judgements

Where a judgement for **Damages** has been obtained by any **Employee** or the legal personal representatives of any **Employee**:

- a. in respect of **Injury** sustained by the **Employee** arising out of and in the course of employment by **You** in the **Business**;
- b. against any company or individual operating from or resident in **Premises** within the **Geographical Limits** in any court situate in the

Geographical Limits and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at **Your** request **We** will pay to the **Employee** or the said legal personal representatives the amount of any such **Damages** and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- i. there is no appeal outstanding;
- ii. if any payment is made by **Us** the **Employee** or the said legal personal representatives shall assign the judgement to **Us**;
- iii. this section is operative at the time that such **Injury** is caused;
- iv. **Our** liability of **Damages**, costs and expenses shall not exceed the amount stated as the **Limit of Indemnity** in the **Schedule**.

Optional Extensions

The following Extension is only operative if shown as Insured in the Schedule

Injury to Working Partners

We will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury** provided that:

- a) such **Injury** is sustained whilst working in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**;
- b) such **Injury** is caused by another working partner proprietor or **Employee**;
- c) the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or **Employee** responsible for the **Injury**.

Additional Conditions

Declaration Condition

If the premium or part of any premium is calculated on estimates **You** have supplied to **Us** **You** shall keep a record of all such relevant particulars and shall allow **Us** to inspect such records at any reasonable time.

You shall furnish **Us** with such information as **We** may require at the expiry of each **Period of Insurance** within the **Period** specified by **Us** The premium shall be adjusted annually and any difference shall be paid by or returned to **You** subject to any agreed minimum or deposit premium specified in the **Schedule**.

Exclusions

What is not Covered (see also General exclusions):

We shall not indemnify **You** in respect of:

5.1 Injury sustained by any Employee:

- i. in respect of which compulsory insurance or security is required to be arranged by **You** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order whilst **Offshore**;
- ii. if **We** are required by compulsory insurance regulations to make a payment in respect of **Injury** occurring **Offshore** then the Limit of Indemnity of £5,000,000 any one occurrence shall apply.

5.2 liability in respect of **Injury** to any **Employee** who is working on visiting or travelling to or from **Offshore** installations;

5.3 any judgement award or **Settlement** made within countries which operate under the laws of the United States of America, Canada or Australia (or to any order made anywhere in the world to enforce such judgement award or **Settlement** either in whole or part);

5.4 any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiation or contamination by radioactivity from any nuclear fuel or from 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 but as far as concerns **Injury** to any **Employee** which arises out of and in the course of his employment or engagement by **You**.

this exception shall apply only in respect of:

- i. liability of any principal;
- ii. liability assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement.

5.5 any liability for punitive multiplied or exemplary **Damages** fines or penalties;

- 5.6 any liability as a result of **Terrorism** but as far as concerns **Injury** as a result of **Terrorism** to any **Employee** which arises out of and in the course of employment or engagement by **You** the **Limit of Indemnity** under this section shall not exceed £5,000,000;
- 5.7 any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement.

Section 6 – Public Liability

(Operative only if stated in the Schedule)

Sub-Section 6(a) – Public Liability

Certain words have specific meanings for the purpose of this section, General exclusions also apply to this section.

Definitions for Sub-Section 6(a) – Public Liability

Asbestos

Asbestos, **Asbestos** fibres or any derivatives of **Asbestos**.

Geographical Limits

- a) **Territorial Limits**;
- b) elsewhere in the World arising out of temporary visits by **Employees** ordinarily resident in the **Territorial Limits**.

Goods

Goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by **You** in the course of the **Business**.

Hazardous Trades and Locations

Any work or process in connection with the following trades activities and occupations or at the following locations.

- a) demolition unless such work forms part of a **Contract** undertaken by **You** for rebuilding alteration maintenance or repair;
- b) collieries mines or quarries;
- c) chemical works gas works nuclear installations or establishments oil refineries petrochemical works power stations and bulk oil petrol gas or chemical storage tanks or chambers other than non-manual work;
- d) construction of or any work in or on blast furnaces canals chimney shafts dams docks harbours piers tunnels wharves;
- e) aircraft or **Airside** Railway **Rolling Stock**;
- f) **Rolling Stock** or **Trackside**;
- g) watercraft or underwater;
- h) use of explosives tunnelling or piling work;
- i) removal mining processing manufacturing distribution storage disposal sampling treatment maintenance or repair of **Asbestos** or products made entirely or mainly of **Asbestos**;
- j) construction of bridges and viaducts other than footbridges;
- k) roads where there is live traffic.

The following Definitions are added to the **Policy**:

Airside

Any area accessible to aircraft, including runways, taxiways, hangars and aprons.

Rolling Stock

Any **Vehicle** that moves on a railway track.

Trackside

Any area immediately adjacent to railway tracks or where a Personal Track Safety (PTS) Certificate is required to gain access or carry out work.

Injury

1. **Bodily Injury**, death, illness, disease, illness, mental **Injury** or nervous shock causing **Bodily Injury**.
2. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

Offshore

From the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any **Offshore** installation until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return from any **Offshore** installation.

Cover

Indemnity

We will indemnify **You** against all sums that **You** shall become legally liable to pay as **Damages** including claimants' costs and expenses which arise in connection with the **Business** in respect of:

- a) accidental **Injury** to any person;
 - b) accidental loss of or **Damage** to material **Property**;
 - c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
 - d) wrongful arrest wrongful detention false imprisonment or malicious prosecution;
- occurring within the **Geographical Limits** during the **Period of Insurance**.

All costs and expenses incurred by **You** (save as described below) with **Our** written consent in respect of any claim against **You** which may be the subject of indemnity under this **Policy**.

The payment of legal and other defence fees incurred with **Our** written consent and to a limit of £100,000 arising out of any one occurrence for representing **You** at:

- a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **You** or **Your Employee** has been requested to give evidence.
- b) proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **Damage** to material **Property** which may be the subject of indemnity under this **Policy**.

Limit of Indemnity

Our maximum liability payable under this section in respect of **Damages** in respect of any one claim against **You** or series of claims against **You** arising out of one occurrence shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule**.

Any costs and expenses which may be the subject of indemnity under this **Policy** will be payable in addition to the **Limit of Indemnity**.

Extensions

i. 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) any of **Your** Directors or partners £250.
- b) any **Employee** £100.

ii. Cross Liabilities

If **You** comprise more than one party **We** will under this section provide indemnity to each such party in the same manner and to the same extent as if a separate **Policy** had been issued to each of them Provided that nothing in this Extension shall increase **Our** liability to pay any amount exceeding the **Limit of Indemnity** of the operative section(s) regardless of the number of persons claiming to be indemnified.

iii. Data Protection Regulations

The indemnity provided by this section shall extend to apply in respect of **Compensation** for **Damage** arising out of any claim under the **Data Protection Regulations** not otherwise **Insured** hereunder and first made against **You** during the **Period of Insurance**.

Provided that:

- a) **Our** liability for **Damages** costs and expenses shall not exceed the amount stated as the **Limit of Indemnity** in the **Schedule** and notwithstanding anything stated in the **Schedule** or elsewhere in this **Policy** to the contrary the said **Limit of Indemnity** shall for the purpose of this section extension apply in respect of the total of all claims during any one **Period of Insurance** **You** have registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn;
- b) **We** shall not provide indemnity:
 - i. for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000;
 - ii. against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this section extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
 - iii. for the costs of replacing reinstating rectifying or erasing any personal **Data**;
 - iv. against liability caused by or arising from any **Incident** or circumstances known to **You** at inception of this section extension which may give rise to a claim;
 - v. against liability caused by or arising from the recording processing or provision of **Data** for reward or the determining of the financial status of a person;
 - vi. against **Contractual** liability;
 - vii. against liability in respect of **Injury** to any person or **Damage** to material **Property**.

iv. Defective Premises Act

The indemnity provided by this section shall extend to apply in respect of liability arising under Section 3 of the Defective **Premises** Act 1972 or Section 5 of the Defective **Premises** (Northern Ireland) Order 1975 in connection with any **Premises** previously owned or occupied by **You** for purposes pertaining to the **Business** and which have since been disposed of by **You**.

Provided that **We** shall not provide indemnity against liability:

- a) for which indemnity is provided by any other insurance;
- b) for the costs of remedying any defect or alleged defect in such **Premises**.

v. Health and Safety at Work Act etc. Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** and at **Your** request any director, partner or **Employee** in respect of legal costs and expenses incurred with **Our** consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b) the Corporate Manslaughter and Corporate Homicide Act 2007 Provided that:
 - i. the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and in connection with a claim in respect of which **You** are entitled to indemnity under this **Policy**;
 - ii. **We** shall not provide indemnity in respect of:
 - i. fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;
 - ii. any circumstances for which indemnity is provided by any other insurance;
 - iii. proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
 - iv. proceedings which arise out of any activity or risk excluded from this **Policy**.
 - i. **Our** liability in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences.

vi. Indemnity to Principal

We will subject otherwise to the terms exclusions conditions and **Endorsements** of this Insurance indemnify any principal under this section against liability in respect of **Injury** or loss of or **Damage** to material **Property** to the extent that any **Contract** or agreement entered into by **You** with any principal so requires.

Provided that:

- a) an indemnity would have been provided had a claim been made against **You**;
- b) the principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this **Policy** as far as they can apply;
- c) the conduct and control of claims is vested in **Us**;
- d) the indemnity shall not apply to liability in respect of liquidated **Damages** or under any penalty clause;
- e) the indemnity granted this section shall only apply in respect of liability to any person who is an **Employee**.

vii. Leased or Rented Premises

Section exclusion 1) (ii) shall not apply to liability for **Damage** to **Premises** (including their fixtures and fittings) leased or rented to **You** Provided that **We** shall not provide indemnity against liability assumed by **You** under any agreement which would not have attached in the absence of such agreement.

viii. Overseas Personal Liability

We will within the terms of this section indemnify:

- a) **You**;
- b) at **Your** request:
 - i. any director partner or **Employee**;
 - ii. any spouse or child of the persons stated in (a) or (b) (i) above who are accompanying such persons in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of the **Geographical Limits** whilst on a temporary visit to such country in connection with the **Business**.

Provided that:

- a) any person entitled to indemnity under this section Extension shall as though they Were **You** be subject to the terms Exclusions and Conditions of this **Policy** insofar as they can apply;
- b) nothing in this section Extension shall increase **Our** liability to pay any amount exceeding the **Limit of Indemnity** regardless of the number of persons claiming to be indemnified;
- c) **We** shall not provide indemnity against:
 - i. **Contractual** liability;
 - ii. liability for which indemnity is provided by any other insurance;
 - iii. liability in respect of **Damage** to material **Property** belonging to or in the custody or under the control of any person entitled to indemnity under this section Extension;
 - iv. liability in respect of **Injury** to any person entitled to indemnity under this section Extension;
 - v. liability caused by or arising from:
 1. the ownership or occupation of land or **Buildings**;
 2. the carrying on of any **Business** profession trade or employment;
 3. the ownership possession or use of animals other than domestic dogs or cats.

ix. Temporary Employees

We will indemnify **You** against legal liability arising out of the employment of temporary **Employees** provided that the total number of days during which all such temporary **Employees** are employed does not exceed the number of days stated in the **Schedule** during any one **Period of Insurance**.

For the purpose of this extension the total number of days employed shall mean the combined total of days employed for all temporary **Employees**.

Additional Condition Applicable to this Section

Declaration Condition

If the premium or part of any premium is calculated on estimates **You** have supplied to **Us** **You** shall keep a record of all such relevant particulars and shall allow **Us** to inspect such records at any reasonable time.

You shall furnish **Us** with such information as **We** may require at the expiry of each **Period of Insurance** within the **Period** specified by **Us** The premium shall be adjusted annually and any difference shall be paid by or returned to **You** subject to any agreed minimum or deposit premium

specified in the **Schedule**.

Additional extension only operative if shown on the Schedule

Financial Loss

The indemnity provided by Section 6(a) of this **Policy** is extended to indemnify **You** against all such sums that **You** shall become legally liable to pay as **Damages** and costs and expenses of claimants in respect of accidental financial loss; but the Indemnity will only apply to:

- a) a claim which is first made in writing against **You** during the **Period of Insurance**; and
- b) which is notified to **Us** during the same **Period of Insurance** or within 30 days after the expiry of such **Period of Insurance**.

Provided that:

- a) **Our** liability under this extension for all **Damages** and claimants costs and expenses arising out of all claims first made against;
- b) **You** during any one **Period of Insurance** shall not in the aggregate exceed the sum of £250,000; and
- c) **You** shall be responsible under this extension for the first 10% of all **Damages** and claimants costs and expenses payable in respect of each and every claim made against **You** subject to **You** being responsible for a minimum amount of £5,000 in respect of each and every such claim.

Exclusions Applicable to Financial Loss:

The indemnity provided by this extension will not apply to legal liability:

- a) in respect of:
 - i. **Injury** to any person;
 - ii. loss of or **Damage** to material **Property**;
 - iii. nuisance trespass obstruction loss of amenities or interference with any right of way air light or water; or
 - iv. wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy.
- b) arising under **Contract** whether by virtue of express agreement or otherwise;
- c) for the actual cost or value of any Products Supplied or replacement, repair, removal or reinstatement of any Products Supplied;
- d) for:
 - i. liquidated **Damages** fines penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty;
 - ii. libel slander or passing off or infringement of patent copyright trademark or trade name;
 - iii. financial loss sustained by any **Employee** arising out of or in the course of employment by **You**.
- e) caused by or arising from:
 - i. breach of professional duty or service or any error or omission in estimates or advice given by **You** or on **Your** behalf in a professional capacity or in design plan drawings or specification for which a fee is charged or would normally be charged;
 - ii. **Property** in the custody or under **Your** control or any **Employee** or failure to return such **Property**;
 - iii. the storage processing or transmission by **You** or on **Your** behalf of computer **Data**;
 - iv. delay non-completion or non delivery;
 - v. any act of fraud or dishonesty by **You** or any **Employee**; or
 - vi. any circumstances known to **You** at inception of this extension which may give rise to a claim for financial loss.
- f) arising:
 - i. outside the **Territorial Limits**;
 - ii. out of any cause giving rise to financial loss happening before the Retroactive Date which, unless specified to the contrary, shall be the inception date of this **Policy**.

Exclusions

What is not Covered (see also General exclusions):

We shall not indemnify You under this section for:

- 6.1 loss of or **Damage** to material **Property** belonging to You or in Your custody or control or of any **Employee** other than:
- i. personal effects (including **Vehicle** and their **Contents**) of **Employees** or visitors;
 - ii. any **Premises** including their **Contents** not being **Premises** leased or rented to You which are temporarily occupied by You for the purpose of carrying out work therein or thereon;
 - iii. any other material **Property** on which You or any **Employee** or agent of You is or has been carrying out work but We will not indemnify You in respect of loss or **Damage** to that part of any material **Property** being worked upon.
- 6.2 any liability arising from the ownership possession or use under the control of You or of any **Employee** of:
- i. any mechanically propelled **Vehicle** including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other **Policy** or security;
 - ii. any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
- 6.3 any liability caused by any **Goods** after they have ceased to be in Your custody or control other than food or drink supplied primarily for the use of **Employees** or for entertainment purposes;
- 6.4 any Liability:
- i. from advice instruction consultancy design formula specification inspection certification or testing provided separately for a fee or in circumstances where a fee would normally be charged or under a separate **Contract**;
 - ii. from any professional negligence wrongful or inadequate advice treatment examination prescription or facility provided by You or anyone acting on Your behalf other than first aid treatment or any Optional Extension stated as applying in Your **Schedule**;
 - iii. caused by or arising from the failure or inadequacy (whether full or partial) of any product supplied to perform the function for which it was intended.
- 6.5 the amount of the **Excess**;
- 6.6 any judgement award or **Settlement** made within countries which operate under the laws of the United States of America, Canada or Australia (or to any order made anywhere in the world to enforce such judgement, award or **Settlement** either in whole or part);
- 6.7 any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- i. ionising radiation or contamination by radioactivity from any nuclear fuel or from 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.
- 6.8 any liability for punitive multiplied or exemplary **Damages** fines or penalties;
- 6.9 any liability as a result of **Terrorism**;
- 6.10 any liability in respect of:
- a) **Injury** sustained by an **Employee** which arises out of and in the course;
 - b) of their employment or engagement by You;
 - c) loss of or **Damage** or legal liability directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection power or confiscation or nationalisation or requisition or destruction of or **Damage** to material **Property** by or under the order of any government or public or local authority;
 - d) loss of or **Damage** to or any costs or expense incurred in repairing replacing removing rectifying recalling or making any refund in respect of **Goods**;
 - e) liability arising from **Goods** used with Your knowledge in connection with aircraft watercraft or **Offshore** structures;
 - f) liability directly or indirectly caused by or arising out of pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere but this exclusion shall not apply in respect of **Pollution** or **Contamination** caused by a sudden identifiable unintended and unexpected **Incident** which takes place in its entirety at a specific moment in time and place during the **Period of Insurance**;
 - g) **Injury** loss **Damage** cost or expense of whatsoever nature 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;
 - h) **Injury** loss **Damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens;

- i) **Injury** loss **Damage** cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of **Asbestos** or materials containing **Asbestos**.
- 6.11 any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement
- 6.12 any liability arising from work undertaken in any **Hazardous Trade** or **Location**.
- 6.13 any liability arising directly or indirectly from Abuse.
- For the purpose of this Exclusion the term Abuse shall mean:
- i. acts of hurting or injuring mentally or physically by maltreatment or ill-use
 - ii. acts of forcing sexual activity rape or molestation or
 - iii. repeated or continuing contemptuous coarse or insulting words or behaviours.

Sub-Section 6(b) – Products Liability

(Operative only if stated in the Schedule)

Certain words have specific meanings for the purpose of this section, General exclusions also apply to this section.

Definitions for Sub-Section 6(b) – Products Liability

Goods

Goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by **You** in the course of the **Business**.

Injury

Bodily Injury, death illness or disease causing **Bodily Injury**.

Offshore

From the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any **Offshore** installation until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return from any **Offshore** installation.

Cover

Indemnity

We will indemnify **You** against all sums that **You** shall become legally liable to pay as **Damages** including claimants' costs and expenses which arise in connection with the **Business** in respect of:

- a) accidental **Injury** to any person;
- b) accidental loss of or **Damage** to material **Property**.

Occurring anywhere in the World other than at **Your Premises** during the **Period of Insurance** and caused by **Goods**.

All costs and expenses incurred by **You** (save as described below) with **Our** written consent in respect of any claim against **You** which may be the subject of indemnity under this **Policy**.

The payment of legal and other defence fees incurred with **Our** written consent and to a limit of £50,000 arising out of any one occurrence for representing **You** at:

- a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **You** or **Your Employee** has been requested to give evidence;
- b) proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **Damage** to material **Property** which may be the subject of indemnity under this **Policy**.

Limit of Indemnity

Our maximum liability payable under this section in respect of **Damages** shall not exceed the **Limit of Indemnity** stated in the **Schedule** in any one **Period of Insurance**.

Any costs and expenses which may be the subject of indemnity under this **Policy** will be payable in addition to the **Limit of Indemnity**.

Additional Condition Applicable to this Section

Declaration Condition

If the premium or part of any premium is calculated on estimates **You** have supplied to **Us** **You** shall keep a record of all such relevant particulars

and shall allow **Us** to inspect such records at any reasonable time.

You shall furnish **Us** with such information as **We** may require at the expiry of each **Period of Insurance** within the **Period** specified by **Us**. The premium shall be adjusted annually and any difference shall be paid by or returned to **You** subject to any agreed minimum or deposit premium specified in the **Schedule**.

Extensions

i. Consumer Protection Act 1987 and Food Safety Act 1990

We will provide indemnity to **You** and at **Your** request any director, partner or **Employee** in respect of legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith.

Provided that:

- a) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
- b) **We** shall not provide indemnity in respect of:
 - i. fines or penalties of any kind;
 - ii. any proceedings arising from circumstances for which indemnity is provided by any other insurance;
 - iii. proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
 - iv. proceedings which arise out of any activity or risk excluded from this **Policy**.
- c) the director partner or **Employee** shall as though they were **You** be subject to the terms Exclusions and Conditions of this **Policy** insofar as they can apply.

ii. Cross Liabilities

If **You** comprise more than one party **We** will under this section provide indemnity to each such party in the same manner and to the same extent as if a separate **Policy** had been issued to each of them Provided that nothing in this Extension shall increase **Our** liability to pay any amount exceeding the **Limit of Indemnity** of the operative section(s) regardless of the number of persons claiming to be indemnified.

Additional extensions only operative if shown on the Schedule

Financial Loss

The indemnity provided by Section 6 (b) of this **Policy** is extended to indemnify **You** against all such sums that **You** shall become legally liable to pay as **Damages** and costs and expenses of claimants in respect of accidental financial loss; but the Indemnity will only apply to:

- a) a claim which is first made in writing against **You** during the **Period of Insurance**; and
- b) which is notified to **Us** during the same **Period of Insurance** or within 30 days after the expiry of such **Period of Insurance**

Provided that:

- a) **Our** liability under this extension for all **Damages** and claimants costs and expenses arising out of all claims first made against **You** during any one **Period of Insurance** shall not in the aggregate exceed the sum of £250,000; and
- b) **You** shall be responsible under this extension for the first 10% of all **Damages** and claimants costs and expenses payable in respect of each and every claim made against **You** subject to **You** being responsible for a minimum amount of £5,000 in respect of each and every such claim

Exclusions Applicable to Financial Loss:

The indemnity provided by this extension will not apply to legal liability:

- a) in respect of:
 - i. **Injury** to any person;
 - ii. loss of or **Damage** to material **Property**;
 - iii. nuisance trespass obstruction loss of amenities or interference with any right of way air light or water; or
 - iv. wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy.

- b) arising under **Contract** whether by virtue of express agreement or otherwise;
- c) for the actual cost or value of any Products Supplied or replacement, repair, removal or reinstatement of any Products Supplied;
- d) for:
 - i. liquidated **Damages** fines penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty;
 - ii. libel slander or passing off or infringement of patent copyright trademark or trade name;
 - iii. financial loss sustained by any **Employee** arising out of or in the course of employment by **You**.
- e) caused by or arising from:
 - i. breach of professional duty or service or any error or omission in estimates or advice given by **You** or on **Your** behalf in a professional capacity or in design plan drawings or specification for which a fee is charged or would normally be charged;
 - ii. **Property** in the custody or under **Your** control or any **Employee** or failure to return such **Property**;
 - iii. the storage processing or transmission by **You** or on **Your** behalf of computer **Data**;
 - iv. delay non-completion or non-delivery;
 - v. any act of fraud or dishonesty by **You** or any **Employee**; or
 - vi. any circumstances known to **You** at inception of this extension which may give rise to a claim for financial loss.
- f) arising:
 - i. outside the **Territorial Limits**;
 - ii. out of any cause giving rise to financial loss happening before the Retroactive Date which, unless specified to the contrary, shall be the inception date of this **Policy**.

Special Conditions Applicable to this Section

These conditions of **Cover** apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Bona Fide Sub Contractors

The following conditions apply to this section, in respect to where work is undertaken on **Your** behalf by any sub-contractor other than a labour only sub-contractor **You** must take reasonable steps to obtain confirmation from the sub-contractor prior to starting work that they have insurance in force throughout the **Period** of the work they are undertaking.

A written record must be retained by **You** for inspection by **Us** if a claim arises for which the sub-contractor may have a responsibility showing evidence of:

- a) Employers Liability insurance in the name of the sub-contractor covering liability to **Employees** in accordance with any law relating to compulsory insurance;
- b) Public Liability insurance covering the legal liability of the sub-contractor to anyone who is not one of their **Employees** and which:
 - i. has a limit of indemnity not less than the public liability **Limit of Liability** shown in **Your Schedule** or any other amount agreed by **Us** in writing;
 - ii. includes a clause providing benefit of **Cover** to **You** in similar terms to clause (vi) Indemnity to Principal of Section 6 - Public Liability;
 - iii. covers the type of work carried out by the sub-contractor in connection with works being undertaken If **You** do not comply with this condition **We** will not pay **Your** claim.

Housing Grants Construction and Regeneration Act 1996

The following conditions apply to this section, in respect of any **Event** and/or occurrence which may be the subject of indemnity under this section arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants Construction and Regeneration Act 1996 that:

- a) **You** give immediate notice directly to **Us** of:

- i. receipt of any notice of intent or other documents making reference to adjudication;
- ii. becoming aware that a dispute is likely to be referred to adjudication;
- iii. a decision by **You** to refer a dispute to adjudication.

- b) **You** will:
- i. provide full written details and/or any other applicable evidence in respect of any matter notified under (a) above directly to **Us** within 48 hours of it occurring by Registered Post;
 - ii. meet any request direction or timetable of the adjudicator.
- c) **You** will not without **Our** written consent:
- i. make any admission offer promise payment in respect of any matter which is the subject of indemnity under this **Policy**;
 - ii. agree to accept the decision of any adjudicator as finally determining the dispute with no further reference to the rights of reference to legal proceedings arbitration or alternative dispute resolution.
- d) **We** will be entitled to take over and conduct in **Your** name the defence or **Settlement** of any claim for indemnity or **Damages** or otherwise involving a dispute referred to adjudication Subject always to the terms Exclusions Conditions and limitations of this **Policy**.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Underground Services Condition

We shall not indemnify **You** in respect of **Damage** to pipes cables mains or other underground services arising out of or caused by digging drilling boring excavation or earth moving operations unless the undernoted precautions are complied with on each occasion:

- a) prior to the commencement of any excavation digging boring or earth moving work **You** shall take or cause to be taken all reasonable measures to identify the location of all underground pipes cables mains and other services with their owner or the relevant authority responsible and retain a written record of such measures;
- b) **You** shall convey the location of such underground pipes cables mains and other services to those **Employees** or contractors carrying out such work on **Your** behalf;
- c) **You Your Employees** or any contractors carrying out work shall adopt or cause to be adopted a method of work which minimises the risk of **Damage** to such underground pipes cables mains and other services.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Exclusions

What is not Covered (see also General exclusions):

We shall not indemnify **You** under this section for:

- 6(b).1 liability caused by or in connection with any **Goods** to **Your** knowledge exported to or used in the United States of America, Canada or Australia;
- 6(b).2 liability caused by any **Goods** in **Your** custody or control;
- 6(b).3 the amount of the **Excess**;
- 6(b).4 any judgement award or **Settlement** made within countries which operate under the laws of the United States of America, Canada or Australia (or to any order made anywhere in the world to enforce such judgement, award or **Settlement** either in whole or part);
- 6(b).5 any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from 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.
- 6(b).6 any liability for punitive multiplied or exemplary **Damages** fines or penalties;
- 6(b).7 any liability as a result of **Terrorism**;
- 6(b).8 any liability in respect of:
 - i. **Injury** sustained by an **Employee** which arises out of and in the course of their employment or engagement by **You**;
 - ii. loss of or **Damage** or legal liability directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war, rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to material **Property** by or under the order of any government or public or local authority;
 - iii. loss of or **Damage** to or any costs or expense incurred in repairing replacing removing rectifying recalling or making any refund in respect of **Goods**;
 - iv. liability arising from **Goods** used with **Your** knowledge in connection with aircraft watercraft or **Offshore** structures

- v. liability directly or indirectly caused by or arising out of **Pollution** or **Contamination** of **Buildings** or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of **Pollution** or **Contamination** caused by a sudden identifiable unintended and unexpected **Incident** which takes place in its entirety at a specific moment in time and place during the **Period of Insurance**;
 - vi. **Injury** loss, **Damage** cost or expense of whatsoever nature 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;
 - vii. **Injury** loss, **Damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens;
 - viii. **Injury** loss, **Damage** cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of **Asbestos** or materials containing **Asbestos**.
- 6(b).9 any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement;
- 6(b).10 any liability caused by or arising from the failure or inadequacy (whether full or partial) of any product supplied to perform the function for which it was intended.

Section 7 – Contract Works Own and Hired in Plant and Tools

This section is only operative if shown as Insured on the Schedule

Certain words have specific meanings for the purpose of this section, General exclusions also apply to this section.

Definitions

Refer also to the **Policy** Definitions at the beginning of this **Policy**.

The following additional definitions apply to this section and shall keep the same meaning wherever they appear in this section.

Contract Price

The sum agreed between **You** and **Your** principal or his **Employee** as payment or completion of the **Contract Works** or where there is no principal or **Employee** the value of the **Contract Works** to be completed on site.

Existing Structures

Any **Property** (including fixtures fittings and **Contents**) which prior to the commencement of any **Contract** forms part of any structure.

Hired in Plant

Plant scaffolding, site huts and temporary **Buildings** hired in by **You** for use in connection with any **Contract** while anywhere within the **Territorial Limits** including transit other than by sea or air.

Insured Person

Each of **Your** Directors partners principals or permanent **Employees**.

Maintenance Period

The **Period** indicated in the conditions of the **Contract** but not exceeding 12 months during which **You** are responsible for rectifying defects.

Own Plant

Plant scaffolding, site huts and temporary **Buildings** owned by **You** while anywhere within the **Territorial Limits** including transit other than by sea or air.

Practical Completion

Contract Works which are:

- a) completed; or
- b) complete except for the prospective buyers or tenant's choice of decorations or final fitments.

Property Insured

- a) the **Contract Works**;
- b) **Own Plant** and **Hired in Plant** which **You** own or for which **You** are responsible as stated in the **Schedule**.
- c) **Tools** and **Business Equipment**

Tools and Business Equipment

Hand **Tools** hand held portable power **Tools** ladders and **Business** materials and mobile phones belonging to or borrowed or leased by any **Insured Person**.

Cover

We will indemnify **You** in respect of **Damage** to the **Property Insured** described in each item of the **Schedule** sustained within the **Territorial Limits** during the **Period of Insurance**

Exclusions

What is not Covered (see also General exclusions):

We shall not indemnify **You** under this section for:

- a) the amount of the **Excess**;
- b) liquidated **Damages** fines or any other penalties under **Contract** for delay or non-completion or loss of market;
- c) **Damage** due to any willful act or willful neglect by **You**;
- d) the cost of normal upkeep or making good;
- e) **Damage**:
 - i. by disappearance or shortage discovered only when an inventory is taken, or which is not traceable to an event;
 - ii. caused by pollution or contamination other than that of or to the **Property Insured**.
- f) **Damage** to any part of the permanent works:
 - i. for which a certificate of completion has been issued;
 - ii. which has been completed and handed over to **Your** employer or principal; or
 - iii. taken into use unless the **Damage** occurs:
 - i. during the **Maintenance Period** but caused before the beginning of the **Maintenance Period**;
 - ii. while **You** are carrying out **Your** obligations under the **Maintenance Period**;
 - iii. within 14 days of the issue of a certificate of completion but only to the extent **You** are responsible under the conditions of the **Contract**.
- g) **Damage** as a result of:
 - i. wear and tear or gradual deterioration depreciation erosion the action of light or atmosphere moths vermin insects or parasites;
 - ii. frost corrosion dampness dryness evaporation contamination wet or dry rot marring scratching bruising mildew mould or toxic mould;
 - iii. normal maintenance or repair;
 - iv. mechanical or electrical breakdown or derangement or from adjustment or repair;
 - v. confiscation nationalisation requisition seizure or wilful destruction by any Government Public Municipal Local or Customs Authority.
- h) **Damage** to:
 - i. **Existing Structures**;
 - ii. any mechanically propelled **Vehicle** including any trailer attached thereto which is licensed for road use and for which insurance or security under road traffic act legislation is required other than a **Vehicle** used solely as a tool of trade;
 - iii. any aircraft or waterborne vessel;
 - iv. **Property** for which **You** are relieved of responsibility by the conditions of the **Contract**;
 - v. rubber tyres by the application of brakes or by punctures cuts or bursts;
 - vi. **Contract Works** in connection with the **Hazardous Trades and Locations**.
- i) In respect of **Damage to Tools and Business Equipment** any **Damage**:
 1. by theft or attempted theft;
 - a) from any unattended open or soft-topped **Vehicle**;
 - b) from any other unattended **Vehicle** unless:
 - i. all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed and the **Insured Property** is hidden from view;
 - ii. such **Vehicle** is in a securely locked building or guarded security park between the hours of 9.00pm and 6.00am.
 - c) whilst left unattended:
 - i. on any site or **Premises** where **You** or any **Employee** is carrying out work;

- ii. elsewhere unless stored in a securely locked room or building.
 - d) by any **Insured Person** or any other **Employee**.
2. caused by or arising out of:
- a) wear tear depreciation erosion the action of light or atmosphere a change in temperature moths vermin insects or parasites;
 - b) frost corrosion dampness rust dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould or other deterioration;
 - c) any process of cleaning restoring adjusting normal maintenance or repair use contrary to the manufacturer's instructions or interference with any component part;
 - d) arising from mechanical or electrical breakdown or derangement.
3. to:
- a) **Property** for which **You** are relieved of responsibility by the conditions of the **Contract**;
 - b) cutting edges, cutting **Tools**, trailing cables, flexible pipes, driving chains, conveyor belts, driving belts or articles of a brittle nature unless caused by fire, lightning or storm or the theft of a complete item.
- j) **Indirect Loss** of any kind;
 - k) unexplained disappearance or inventory shortage;
 - l) **Property** more specifically **Insured**.

Extensions

A. Architects Surveyors Legal and Consulting Engineers Fees

The reasonable fees necessarily incurred following **Damage Insured** by this section to reinstate or repair the **Contract Works Our** liability under this Extension will not extend to include any fees incurred for preparing any claim where more specifically **Insured**.

B. Continuing Hire Charges

We will indemnify **You** in respect of **Your** legal liability to pay continuing hire charges as a result of **Damage** to any **Hired in Plant Insured** under this section provided that the **Cover** for **Your Own Plant** and/or **Hired in Plant** is operative **Our** liability under this Extension will not extend to include **Damage** due to any wilful act or wilful neglect by **You** or any amount in **Excess** of £50,000

C. Debris Removal

The reasonable **Costs and Expenses** necessarily incurred with **Our** written consent in:

- a) removing debris from the **Contract Site** and the area immediately adjacent;
- b) dismantling and/or demolishing shoring up or fencing off or propping the portion or portions of the **Property Insured**;
- c) clearing and/or repairing drains and service mains on site.

As a result of **Damage Insured** by this section **Our** liability under this Extension will not extend to include any costs and expenses arising from pollution or contamination of **Property** not **Insured** under this section or any **Property** more specifically **Insured** or any amount in **Excess** of 25% of the estimated **Contract Price**.

D. European Community and Public Authorities (including undamaged Property)

The additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community Legislation;
- b) **Buildings** or other regulations under or framed in pursuance of any Acts of Parliament or local authority bye-laws provided that the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the **Damage** or within such further time **We** may allow (during the said 12 months).

The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this Extension not being increased

Special Condition applicable to this Extension:

If **Our** liability under this section apart from this Extension is reduced by the application of any terms and/or Conditions of the **Policy** then **Our** liability will be reduced in proportion.

Our liability under this Extension will not extend to include:

- i. any **Damage** occurring prior to the granting of this Extension;
- ii. any amount in **Excess** of 50% of the **Contract Price**;
- iii. in respect of undamaged **Property Insured** any amount in **Excess** of 15% of the amount **We** would have been liable to pay had the **Property Insured** been wholly destroyed;
- iv. any costs incurred in respect of **Damage** not **Insured** by this section;
- v. associated with an existing requirement which has to be implemented within a given **Period**;
- vi. associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulation of by laws;
- vii. where notice was served upon **You** before the **Damage** occurred.

E. Expediting Costs

The reasonable costs and additional charges for overtime night-work work on public holidays express freight and the like necessarily incurred following **Damage** to reinstate or repair the **Contract Works** as part of a claim under this section **Our** liability under this Extension will not extend to include:

- i. any costs in **Excess** of 10% of the estimated **Contract Price** or £10,000 whichever is the lesser;
- ii. any costs incurred which would result in the completion of the **Contract** at a faster rate than would have been obtained had **Damage** not occurred.

F. Free Issue Materials

The **Contract Works** will include any free issue material for incorporation into the **Contract** which are:

- a) issued free to **You** or on behalf of **Your** employer; and
- b) for which **You** are responsible under conditions of the **Contract**.

G. Immobilised Plant

We will indemnify **You** for the necessary costs incurred in the re**covery** of **Your Own Plant** and/or **Hired in Plant** which may become immobilised or immovable as a result of **Damage Insured** by this section whilst being used in connection with any **Contract** undertaken by **You** provided that the **Cover** for **Your Own Plant** and/or **Hired in Plant** is operative **Our** liability under this Extension will not extend to include Immobilisation or immovability due to mechanical or electrical breakdown.

H. Indemnity to Principals

The interest of **Your** employer/principal solely to the extent required by the conditions of **Contract** in force between **You** and **Your** employer/principal is included Provided that each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply.

I. Off Site Storage

The insurance by this section extends to apply to materials allocated to any **Contract** whilst temporarily stored anywhere within the **Territorial Limits** provided **You** are responsible for them under the **Contract**.

J. Re-drawing Plans and Documents

The reasonable costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other **Contract** documents following **Damage** **Our** liability under this Extension will not extend to include any costs and expenses in **Excess** of £50,000.

K. Speculative Building

We will indemnify **You** in respect of **Damage** to any private dwelling **You** have erected on a speculative basis. **Our** indemnity will cease on:

- a) the date **You** sell lease or rent the **Property**; or
- b) 90 days from **Practical Completion** whichever is the earlier.

Special Conditions Applicable to this Section

These conditions of **Cover** apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be **Covered** and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

7.1 Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this section **We** will automatically reinstate the **Sum Insured** provided that **You** undertake to pay the appropriate additional premium.

7.2 Basis of Claims Settlement

We may at **Our** option repair reinstate or replace any **Property** which has suffered **Damage** or pay the amount of **Damage** in **Money We** shall not be responsible for the cost of any alterations additions improvements or overhauls carried out on the occasion of repair.

7.3 Condition of Average

If at the time of the **Damage** the **Sum Insured** is less than the total value of the **Property You** will be considered as **Your** own **Insurer** for the difference and bear a proportionate share of the loss.

7.4 Limit of Liability

- a) **Our** liability for the repair or restoration of the **Contract Works Damaged** in part only shall not exceed the amount which would had been payable had such **Contract Works** been wholly destroyed.
- b) **Our** liability for the repair or restoration of **Own Plant** or **Hired in Plant Damaged** in part only shall not exceed the amount which would had been payable had such **Own Plant** or **Hired in Plant** been wholly destroyed.
- c) the maximum amount payable in respect of any one loss under this section shall not exceed the **Sum Insured** stated against each item in the **Schedule**.

Section 8 – All Risks (Specified Items)

(Operative only if stated in the Schedule)

Certain words have specific meanings for the purpose of this section, General exclusions also apply to this section.

Definitions for Section 8 – All Risks (Specified Items)

Excess

The first amount of each and every claim (as shown in the **Schedule**) for which **You** are responsible at each separate **Premises** after the application of all other terms and conditions of the insurance including but not limited to any **Condition of Average**.

Geographical Area

- a) the **Premises**.
- b) anywhere in the **Territorial Limits**.
- c) elsewhere in any country of the European Union other than those specified in (b).
- d) worldwide which means anywhere in the world other than in countries specified in (b) and (c).

Cover

We will indemnify **You** against loss or **Damage** to any of the **Property** shown in the **Schedule** by any accident or misfortune of a fortuitous nature occurring anywhere in the Geographical Area shown on the **Schedule** for an amount in respect of:

- a) **Property** lost or stolen - such sum as shall be equal to the intrinsic value of the **Property** at the time of the loss;
- b) **Damage** to **Property** - such sum as shall be sufficient to make good the **Damage**.

Exclusions

What is not Covered (see also General exclusions):

8.1 the amount of the **Excess** shown in the **Schedule**;

8.2 **Damage**:

- a) by theft or attempted theft to Property left unattended unless contained in a securely locked building compound or Vehicle which has been securely locked at all access points to **Property** more specifically **Insured**;
- b) by wear and tear depreciation erosion the action of light or atmosphere moths vermin insects or parasites;
- c) any process of cleaning dyeing restoring adjusting or repairing;
- d) by normal maintenance or repair;
- e) by frost corrosion dampness dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould;
- f) due to any change in temperature;
- g) arising during installation maintenance removal or use contrary to the manufacturer's instructions or interference with any component part;
- h) arising from its own mechanical or electrical breakdown or derangement or arising from adjustment or repair other than by fire;
- i) by official confiscation or detention;
- j) due to the erasure or distortion of information on computer **Systems** or their records.

Clauses and Conditions that apply to Section 8 – All Risks (Specified Items)

These conditions of **Cover** apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be

Covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

8.1 Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage We** will automatically reinstate the **Sum Insured** provided that:

- a) **You** undertake to pay the appropriate additional premium and take immediate steps to affect such additions to or variations in protections as **We** may require;
- b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the **Sum Insured**.

8.2 Basis of Claims Settlement

The basis of claims **Settlement** is the cost of repair or the current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay.

8.3 Condition of Average

If at the time of the **Damage** the **Sum Insured** is less than the total value of the **Property You** will be considered as **Your** own **Insurer** for the difference and bear a proportionate share of the loss.

8.4 Limit of Liability

The maximum amount payable under any item is the **Sum Insured** shown in the **Schedule**.

8.5 Index Linking

The **Sum Insured** by each item stated is subject to **Index Linking**.

Section 9 – Commercial Legal Expenses

This Full Cover Extension is only operative if shown as Insured on the Schedule

This Section is administered by ARAG plc on behalf of the **Insurer** AmTrust Europe Limited. The **Insurer's** liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other **Insurers** proportion or in respect of any other Section of this **Policy**.

ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN. Registered in England 02585818.

ARAG plc is authorised and regulated by the Financial Conduct Authority.

Following an insured event the **Insurer** will pay **Costs and Expenses** including the cost of appeals (and compensation awards under insured event 1.B. – Employment Compensation Awards) up to the limit of indemnity and aggregate limit specified in **Your Policy** for all claims related by time or originating cause subject to all of the following requirements being met:

- a) the insured event arises in connection with the **Business** and occurs within the **Territorial Limits**;
- b) the claim:
 - i. always has **Reasonable Prospects of Success**;
 - ii. is reported to us:
 - during the **Period of Insurance**;
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
- c) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim:
 - i. to be heard by the **Small Claims Court** or an Employment Tribunal; and/or
 - ii. before proceedings have been or need to be issued.
- d) any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limits**.

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

Definitions

Also refer to the **Policy** Definitions at the beginning of this **Policy**.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. If there is a conflict between a definition in this Section and a definition elsewhere in this **Policy**, the definition in this Section will apply.

Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **Us** to act on behalf of the **Insured**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of 100% "no-win no-fee".

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Costs and Expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- b) in civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- c) reasonable accountancy fees reasonably incurred under insured event 2 – Tax by the **Appointed Advisor** and agreed by **Us** in advance.
- d) **Your Employee's** basic wages or salary under insured event 7 – Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
- e) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **You** under insured event 9 – Crisis Communication.

Employee

A worker who has or alleges they have entered into a contract of service with **You**, provided they have been declared to **Us**.

Insured

- a) **You**, **Your** directors, partners, managers, officers and **Employees** of **Your Business**.
- b) the estate, heirs, legal representatives or assigns of any persons mentioned in (a) in the event of such person dying.
- c) a person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your** other **Employees** and who performs work under **Your** supervision.

Insurer

AmTrust Europe Limited.

Reasonable Prospects of Success

- a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking **damages** or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- b) in criminal prosecution claims where the **Insured**:
 - i. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
 - ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- a) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.
- b) where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where this Section of the **Policy** applies.

Territorial Limits

For insured events 4 – Legal Defence, 5 and 10 – contract and Debt Recovery the United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.

For all other insured events the United Kingdom of Great Britain and Northern Ireland, Channel Islands and the Isle of Man.

We, Us, Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, AmTrust Europe Limited.

You, Your

The **Business**.

1. Employment Disputes and Compensation Awards

What is Covered

What is not Covered

Insured Events

A. Employment Disputes

A dispute between **You** and **Your Employee**, ex-**Employee**, or a prospective **Employee**, arising from a breach or an alleged breach of their:

- a) contract of service with **You**; and/or
- b) related legal rights.

A claim can be made under this Section if the **Policy** provided that all internal procedures as set out in the:

- i. ACAS Code of Practice for Disciplinary and Grievance Procedures; or
- ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

B. Employment Compensation Awards

Following a claim **We** have accepted under insured event 1.A. above – Employment, the **Insurer** will pay any:

- a) basic and compensatory award awarded against **You** by a tribunal or;
- b) an amount agreed by **Us** in settlement of a dispute.

Provided that compensation is:

- i. agreed through mediation or conciliation or under a settlement approved by **Us** in advance
- ii. or awarded by a tribunal judgment after full argument unless given by default.

C. Employment Restrictive Covenants

- a) a dispute with **Your Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages.

Provided that the restrictive covenant:

- i. is designed to protect **Your** legitimate business interests; and
 - ii. is evidenced in writing and signed by **Your Employee** or ex-**Employee**; and
 - iii. extends no further than is reasonably necessary to protect the **Business** interests; and
 - iv. does not contain restrictions in excess of 12 months.
- b) a dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant.

Any claim relating to:

- a) the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal;
- b) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this **Policy**, except where **You** have had equivalent cover in force up until the start of this **Policy**;
- c) **Costs and Expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal;
- d) a pension scheme where actions are brought by 10 or more **Employees** or ex-**Employees**.

Compensation awards and settlements relating to:

- a) **Money** due to an **Employee** under a **Contract** or a statutory provision relating thereto;
- b) trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council;
- c) civil claims or statutory rights relating to trustees of occupational pension schemes.

2. Tax Protection

What is Covered

Insured Events

- a) a formally notified enquiry into **Your** tax affairs, or into the personal tax affairs of **Your** directors and/or partners.
- b) a dispute about **Your** compliance with regulations relating to:
 - i. Value Added Tax; or
 - ii. Pay As **You** Earn; or
 - iii. Social Security; or
 - iv. National Insurance Contributions; or
 - v. the Construction Industry Scheme; or
 - vi. IR35.

following a compliance check by HM Revenue and Customs.
- c) an enquiry into **Your** tax affairs, or into the personal tax affairs of **Your** directors and/or partners, arising from an alleged discovery by HM Revenue and Customs.

Provided that:

- i. all returns are completed and have been submitted within the statutory timescales permitted; and
- ii. **You** keep proper records in accordance with statutory requirements; and
- iii. in respect of any appealable matter **You** have requested an Internal Review from HM Revenue and Customs where available.

What is not Covered

Any claim relating to:

- a) tax returns which result in HM Revenue and Customs imposing a penalty or which contain careless and/or deliberate misstatements;
- b) an investigation by the Fraud Investigation Service of HM Revenue and Customs;
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements;
- d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.
- e) **Your** failure to register for VAT.

3. Property

What is Covered

Insured Events

A dispute relating to **Property**:

- a) following an event which causes physical damage to **Your Property**;
- b) following a public or private nuisance or trespass;
- c) which **You** wish to recover or repossess from an **Employee** or ex-**Employee**.

What is not Covered

Any claim relating to:

- a) a contract between **You** and a third party except for a claim under 3 (c);
- b) goods in transit or goods lent or hired out;
- c) the compulsory purchase of, or demolition restrictions, controls or permissions placed on land or **Property** by any government, local or public authority;
- d) a dispute with any party other than the party who caused the damage, nuisance or trespass;
- e) a motor vehicle owned or used by, or hired or leased to an **Insured** other than damage to motor vehicles where **You** are engaged in the business of selling motor vehicles.

4. Legal Defence

What is Covered

Insured Events

- a) a criminal investigation and/or enquiry by:
 - i. the police;
 - ii. a health and safety authority; or
 - iii. other body with the power to prosecute;
 where it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted.
- b) an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction.
- c) a motor prosecution brought against **Your** directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place.

What is not Covered

Any claim relating to a parking offence.

5. Compliance & Regulation

What is Covered

Insured Events

- a) receipt of a Statutory Notice that imposes terms against which **You** wish to appeal.
- b) notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- c) a civil action alleging wrongful arrest arising from an allegation of theft.
- d) a claim against **You** for compensation under the **Data Protection Regulations** including compensation awarded against **You** provided that **You** are registered with the Information Commissioner

What is not Covered

Any claim relating to:

- a) the pursuit of an action by **You** other than an appeal;
- b) a routine inspection by a regulatory authority
- c) a Health and Safety Executive Fee for Intervention.

6. Statutory Licence Appeals

What is Covered

Insured Events

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **Your** statutory licence or compulsory registration.

What is not Covered

7. Loss of Earnings

What is Covered

Insured Events

The **Insured's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **Appointed Advisor** or whilst on Jury Service which results in loss of earnings.

What is not Covered

Any sum which can be recovered from the court or tribunal.

8. Employees' Extra Protection, Bodily Injury and Identity Theft

What is Covered

Insured Events

At **Your** request:

- a) where civil proceedings are issued against **Your Employee**:
 - i. for unlawful discrimination; or
 - ii. in their capacity as a trustee of a pension fund set up for the benefit of **Your Employees**;
- b) where an **Insured** or a member of their family suffers physical bodily **Injury** or death as a result of a sudden event;
- c) a claim arising from personal identity theft targeted at **Your** directors and/or partners.

What is not Covered

Any claim relating to:

- a) defending **You**;
- b) a condition, illness or disease which develops gradually over time.

9. Crisis Communication

What is Covered

Insured Events

Following an event which causes **Your Business** significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **Your Business**, **We** will

- a) liaise with **You** and **Your** solicitor (whether the solicitor is an **Appointed Advisor** under this **Policy**, or acts on **Your** behalf under any other **Policy**), to draft a media statement or press release; and/or
- b) prepare communication for **Your** customers/staff and/or a telephone or website script and/or or social media messaging;
- c) arrange, support and represent an **Insured** at an event which media will be reporting;
- d) support the **Insured** by taking phone calls/email messages and managing interaction with media outlets;
- e) support and prepare the **Insured** for media interviews
- f) provided that **You** have sought and followed advice from **Our** Crisis Communication helpline.

What is not Covered

Any claim relating to:

- a) matters that should be dealt with through **Your** normal complaints procedures;
- b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast;
- c) **Costs & Expenses** in excess of £10,000.

10. Contract and Debt Recovery

What is Covered

Insured Events

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **You** or on **Your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **You** are claiming for an undisputed debt **You** have exhausted **Your** normal credit control procedures.

What is not Covered

Any claim relating to:

- a) an amount which is less than £200;
- b) a dispute with a tenant or leasee where **You** are the landlord or lessor;
- c) the sale or purchase of land or buildings;
- d) loans, mortgages, endowments, pensions or any other financial product;
- e) computer hardware, software, internet services or systems which:
 - i. have been supplied by **You**; or
 - ii. have been tailored to **Your** requirements.

- f) a breach or alleged breach of a professional duty by an **Insured**;
- g) the settlement payable under an insurance **Policy**;
- h) a dispute relating to an **Employee** or **ex-Employee**
- i) adjudication or arbitration.

General Conditions applicable to Section 9 Commercial Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section of **Your Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Costs and Expenses** from the **Insured** if this happens.

A. An Insured must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favor.
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them.
- c) take reasonable steps to claim back **Costs and Expenses** and, where recovered, pay them to the **Insurer**.
- d) keep **Costs and Expenses** as low as possible.

B. Freedom to choose an Appointed Advisor

- a) in certain circumstances as set out in (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) if:
 - i. **We** agree to start proceedings or proceedings are issued against an **Insured**, or
 - ii. there is a conflict of interest
 - iii. the **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **We** shall always choose the **Appointed Advisor**.
- c) where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- d) if the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.
- e) in respect of pursuing a claim under insured event 10 – contract and Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

C. Consent

- a) the **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) an **Insured** must have **Your** agreement to claim under this **Policy**.

D. Settlement

- a) the **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) the **Insured** must not negotiate, settle the claim or agree to pay **Costs and Expenses** without **Our** written agreement.
- c) if the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Costs and Expenses**.

E. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect **Your** right under Claims Conditions C – Arbitration.

F. Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within this Section of the **Policy** shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

General Exclusions applicable to Section 9 Commercial Legal Expenses

The **Insured** is not covered for any claim arising from or relating to:

- a) **Costs and Expenses** or compensation awards incurred without **Our** consent;
- b) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- c) an allegation against the **Insured** involving:
 - i. malicious falsehood or defamation (except in relation to insured event 9 – Crisis Communication);
 - ii. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
- d) defending a claim in respect of damages for personal injury (other than injury to feelings in relation to insured event 1.A. – Employment), or loss or damage to **Property** owned by the **Insured**;
- e) patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to insured event 1.C. – Employment Restrictive Covenants).
- f) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners;
- g) franchise or agency agreements;
- h) a judicial review;
- i) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Claims Conditions C – Arbitration
- j) the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under insured event 1.B. – Employment Compensation Awards or 5.(d) or costs awarded against the **Insured** by a court of criminal jurisdiction.

General Terms and Conditions

These General terms and conditions apply to all sections of the Policy unless stated otherwise. Other Conditions are contained within the sections of the Policy where they apply.

You must comply with the following conditions to have the full protection of Your Policy.

Conditions may specify circumstances whereby non-compliance will mean that You will not receive payment for a claim. However, You will be Covered and We will pay Your claim if You are able to prove that the noncompliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

10.2 Adjustment of Premium

If any part of the Policy premium or is based on estimates provided by You, You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each Period of Insurance provide such information as We may require. The premium shall then be adjusted, and the difference paid by or allowed to You (subject to any minimum premium that may apply). Should You fail to supply the information required then We shall be entitled to charge a reasonable additional premium.

10.3 Alteration of Risk

You or Your broker must tell Us immediately if during the Period of Insurance there is any alteration in risk or to the facts which You disclosed when You took out this Policy, which materially affects the risk of Injury, loss, Damage or liability which would fall within the Policy Cover. This includes but is not limited to alterations to the Business or The Premises.

When You tell Us about an alteration in risk, We may apply additional terms and conditions to this Policy (including but not limited to premium) or, if the risk is unacceptable to Us, We may cancel the Policy.

If You fail to tell Us about an alteration in risk, We may:

- a) terminate the Policy back to the date when the alteration occurred, if We would have canceled the Policy had You told Us of the alteration in risk;
- b) proportionately reduce the amount payable in respect of a claim; and/or
- c) treat the Policy as if it contained such different terms (other than relating to the premium) that We would have applied to the Policy had You told Us of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where We elect to proportionately reduce the amount payable in respect of a claim, We will pay a percentage of the claim, the percentage being calculated by comparing the premium which You actually paid with the premium which We would have charged had You told Us about the alteration in risk.

10.4 Arbitration

If any difference shall arise as to the amounts to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

10.5 Average

Where a Sum Insured is subject to Average if at the time of the Damage the Sum Insured is less than the actual value of the Property You will be considered as Your own Insurer for the difference and bear a proportionate share of the loss.

10.6 Claims - Our Rights

The Insurer:

- a) on the happening of any loss destruction or Damage in respect of which a claim is made, may without incurring any liability or diminishing any of Our rights under this Policy enter, take or keep possession of the Premises where such loss destruction or Damage has occurred and take possession of or require to be delivered to Us any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner.

No claim under Section 1 shall be payable unless the terms of this condition have been complied with. No Property may be abandoned to Us whether taken possession of by Us or not.

- b) shall have full discretion in the conduct of any proceedings and in the Settlement of any claim;
- c) in respect of Sections 5 and 6 We may at any time at their Our discretion pay to You the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled and We shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment Provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in Settlement of the claim or claims.

A Making a Claim

Where an event which could give rise to a claim under this **Policy** happens **You** will:

- a) tell **Us** immediately and no later than:
 - i) 30 days of **Your** becoming aware of the event or occurrence;
 - ii) days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons provide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage** accident or **Injury** including the amount of the claim.
- b) notify the police immediately of **Damage** caused by malicious persons or thieves;
- c) take all reasonable steps to recover **Property** lost or otherwise minimise the claim;
- d) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent;
- e) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under this **Policy**;
- f) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;
- g) provide **Us** with such books of account or other **Business** books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim;
- h) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter;
- i) in respect of Sub-Section C – Personal Accident (Assault) of Section 1 **Property** provide **Us** at **Your** expense all certificates and evidence required by **Us** and **You** or any **Employee** shall as often as required by **Us** submit to medical examination at **Our** expense.

B Our Control of Claims

We will be entitled:

- a) on the happening of any **Damage** to the **Property Insured** to enter take and keep possession of the building where **Damage** has happened and to take and keep possession of the **Property Insured** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any Conditions of this **Policy** and this **Policy** will be proof of leave and license for such purpose;
- b) at **Our** discretion to take over and conduct in **Your** name the defence or **Settlement** of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover **Compensation** or secure indemnity from any third party in respect of any event **Insured** by this **Policy** and **You** will give all information and assistance **We** may reasonably require;
- c) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable, but **You** will not be entitled to abandon any **Property** to **Us**.
- d) at **Our** option to either:
 - i) repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy**; or
 - ii) make payment in **Money** to **You** in lieu of such repair or replacement Reinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under this **Policy**.

C Arbitration

If **We** accept liability but **You** disagree with the amount, **We** offer to pay the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

D Contribution

Applicable to A Employers Liability and Public Liability.

If the insurance provided by these sections is also **Covered** by any other **Policy** (or would be but for the existence of these sections) **We** will only indemnify **You** in respect of any **Excess** beyond the amount which would be payable under such other insurance had these sections not been affected.

Applicable to all other sections **Insured** by this **Policy**:

- a) where **Damage** or liability **Covered** by the **Policy** is also **Covered** by any other **Policy** (or would be but for the existence of this **Policy**) **We** will only pay a rateable share of the loss;
- b) if the other insurance is subject to a condition of average and this **Policy** is not this **Policy** will become subject to the same condition of average;
- c) if the **Property Insured Covered** by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment **We** make will be limited to the proportion of **Damage** as the **Sum Insured** bears to the value of the **Property**.

E Discharge of Liability

Not applicable to Section 5 Employers Liability

We may pay the **Limit of Liability** or the **Sum Insured** or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

F Subrogation

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

G Repayment of Excess

You will repay to **Us** the amount of any **Excess** for which **We** have made payment.

10.7 Computer Records

The following conditions apply to this section, in respect of computer records and software taken at intervals no less frequently than seven days one copy as a minimum being held off site.

10.8 Confirmation of Values at Risk

You must provide **Us** at the inception of the **Policy** and annually thereafter with full details of the **Declared Values** as Well as the wage roll and Turnover of the **Business**.

10.9 Contracts (Rights of Third Parties) Act

The parties to this **Contract** do not intend that any clause or term of this **Contract** should be enforceable by virtue of the **Contracts** (Right of Third Parties) Act 1999 by any person who is not a party to this **Contract**.

10.10 Identification

This **Policy** and the **Schedule** (which forms an integral part of this **Policy**) shall be read together as one **Contract** and words and expressions to which specific meanings have been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meanings wherever they may appear.

10.11 Insurable Interest

The insurable interest in the insurance by this **Policy** shall not be transferred without **Our** written consent.

10.12 Interest Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage **Property** lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

10.13 Interpretation

In this **Policy**:

- a) reference to any statute or statutory provision and orders or regulation thereunder shall include a reference to that provision, order or regulation as amended re-enacted or replaced from time to time whether before or after the date of the inception of this **Policy**;
- b) reference to any statutory or other body shall include the successor to that body;
- c) words importing the singular include the plural and vice versa and references to persons includes bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d) if any term condition exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- e) the headings are for reference only and shall not be considered when determining the meaning of this **Policy**.

10.14 Minimum Standards of Security

We require **Your Premises** to have the Minimum Standard of Security as detailed below:

Exit Doors

- a) sliding and/or folding doors, where the door meets the stile, are to be secured with a locking bar and close shackle padlock. If a multi-leaf door then each leaf should be secured internally by bolts top and bottom.
- b) roller shutters which are manually operated are to be secured with bullet locks or alternatively a locking bar and close shackle padlock, with a staple set into concrete and the locking bar secured to the shutter. Roller shutters which are automatically operated internally are to have operating chains secured with a hardened shackle padlock to the door frame or any other part of the building structure. Roller shutters which are electrically operated externally are to be fitted with automatic cut-off devices in the event that keys are not used.

- c) wicket gate doors are to be secured by either a mortise deadlock which has five or more levers and/or conforms to BS 3621 with a matching box striking plate fitted, or by a locking bar and close shackle padlock.
- d) single leaf, solid or paneled doors are to be secured by either a mortise deadlock which has five or more levers and/or conforms to BS 3621 with a matching box striking plate fitted, or by a locking bar and close shackle padlock.
- e) double leaf, solid or paneled, doors are to be secured by flush or barrel bolts top and bottom on the first closing leaf and:
 - i. a mortise deadlock which has five or more levers and/or conforms to BS 3621 and a matching box striking plate; or
 - ii. a locking bar and close shackle padlock on the second closing leaf.
- f) Aluminum or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks.

Internal Doors

Internal doors giving access to any part of the Building not occupied by **You** or for **Your Business** are to be fitted on **Your** side of the door with either:

- a) a mortise deadlock which has five or more levers and conforms to BS 3621 with a matching box striking plate and **You** are to be the sole key holder;
- b) two key operated security bolts, one fitted approximately 30 cm from the top of the door and the other 30 cm from the bottom; or
- c) a locking bar and close shackle padlock.

Windows Fanlights Rooflights and Skylights

All opening external basement ground floor and other accessible windows, fanlights, rooflights and skylights are to be fitted with key operated window locks or a padlock and locking bar or padlock, hasp and staple.

Note: An accessible window is one which can easily be reached such as a window adjacent to a flat roof or fire escape balcony canopy or downpipe.

This requirement does not apply to windows protected by solid steel bars, Weld mesh or expanded metal grilles securely fixed to brickwork surrounding the window or demountable Weld mesh or expanded metal grilles secured by means of a hardened shackle padlock.

Fire Exits

Any door or window officially designated as a fire exit by a fire authority is excluded from the above requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) Any additional devices must be approved by the local Fire Prevention Officer.

Important Note:

No **Cover** will be in operation for theft or attempted theft involving entry into or exit from the **Premises** and malicious.

Damage and fire caused by arson unless:

- a) **Your Premises** are protected to the Minimum Standards of Security detailed above;
- b) security devices stipulated are in full and effective operation whenever **Your Premises** are left unattended; or
- c) **Your Premises** have been surveyed by one of **Our** Risk Control Surveyors and **We** have accepted alternative levels of security

If **You** do not comply with this condition **We** will not pay **Your** claim.

10.15 Other Insurances and Average

Applicable to Section 1 – Property Damage and Section 7 – All-Risks (Specified Items)

If at the time of any **Damage** there is any other insurance effected by **You** or on **Your** behalf **Covering** any of the **Property**.

Damaged Our liability under this **Policy** shall be limited to its rateable proportion of such **Damage**.

If any other insurance shall be subject to any Average (under-insurance) condition this section if not already subject to any condition of Average shall be subject to Average in like manner.

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this section either in whole or in part or from contributing rateably **Our** liability hereunder shall be limited to that proportion of the **Damage** as the **Sum Insured** by this section bears to the value of the **Property**.

Applicable to Section 2 – Business Interruption

If at the time of any **Incident** resulting in a loss under this section there is any other insurance effected by **You** or on **Your** behalf covering such loss or any part of it **Our** liability under this **Policy** shall be limited to its rateable proportion of such loss.

Application to Section 3 – Goods in Transit

If at the time of a claim there is any other insurance arranged by **You** or on **Your** behalf **Covering** anything **Insured** under this section **We** shall be liable only for a proportionate share.

If the other insurance is more specific in relation to the **Property** then this section will only apply after the other insurance has been exhausted.

Applicable to Section 5 – Employers' Liability and Section 6 – Public Liability and Products Liability

If at the time of any claim there is or but for the existence of this Insurance would be any other **Policy** of indemnity or insurance in favour of or effected by **You** or on **Your** behalf applicable to such claim **We** shall not be liable under this Insurance to indemnify **You** in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been affected.

10.16 Reasonable Precautions You shall:

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or **Damage**;
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require; and
- d) take reasonable care in selecting **Employees** and maintain security precautions when the **Property Insured** under Section 3 is in **Your** custody or control.

10.17 Subrogation

Any claimant under this **Policy** shall at the request and at **Our** 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**, **We** shall be entitled to take over and conduct in **Your** name the defence or **Settlement** of any claim or to prosecute in **Your** name at its own expense and for its own benefit any claim for indemnity or **Damages** or otherwise.

10.18 Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this **Policy** **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- a) is operative only in connection with particular **Premises** or locations;
- b) is operative only at particular times; or
- c) is intended to reduce the risk of particular types of **Injury**, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the **Injury**, loss, **Damage** or liability which occurred.

10.19 Turnover

You must notify **Us** in writing as soon as **You** become aware that the **Projected Turnover** of the **Business** has increased by more than 50% since the **Projected Turnover** was last confirmed to **Us**

10.20 Heat Application Condition and Restriction of Limit of Indemnity

It is a condition precedent to **Our** liability under this Policy that the following precautions are to be complied with in relation to any following work carried out away from **Your** premises.

No such work shall be carried out unless specifically authorised by the occupier of the premises at which the work is to be undertaken and that the occupier has specifically approved the following safety arrangements

- a) Work involving application of heat including, but not limited to the use of any blow lamp, blow torch, flame gun or hot air gun, electric gas or other welding cutting, portable grinding equipment or other form of naked flame
 - i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected and wherever practicable all combustible material is to be removed to a distance not less than 10 metres from the point of work. Where such material cannot be removed it must be covered by overlapping sheets of non-combustible material or afforded equivalent protection
 - ii. Suitable fire extinguishing appliances, not less than 2 in number, are to be kept available for immediate use at the point of work. Fire extinguishers should be full and in working order with a capacity of at least 20 litres and located no more than 2 metres from the area of work.
 - iii. All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use
 - iv. Hot air guns are to be switched off when unattended and immediately after use
 - v. All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use
 - vi. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off

- vii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work
- viii. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) A further check is to be made 30 minutes and again at 60 minutes immediately following the completion of each period of work. A suitable Employee is to be responsible for fire safety for each period of work and to damp down the area of the proposed work whilst the hot works is being carried out and for at least 15 minutes following any interruption to and/or cessation of the hot work.
- ix. any work involving the application of heat is only carried out by a suitably experienced employee or contractor
- x. any work involving the application of heat will cease at least 1 hour before work at the premises finishes for the day

Work involving asphalt or bitumen tar boilers

- i. Regulation spill trays are to be used
- ii. All tar boilers are to be kept wholly at ground level
- iii. The equipment and work is not to be left unattended at any time whilst in use
- iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
- v. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)

Our Limit of Indemnity under Section 6 – Public Liability in respect any claim arising from of any work undertaken by **You** or on **Your** behalf involving the use of heat or the application of heat, carried out away from **Your** premises, is restricted to £1,000,000. If **You** do not comply with this condition, **We** may not pay **Your** claim.

10.21 Waste Removal – A (Oily/Greasy Waste, Weekly Removal) Applicable if noted on the Schedule

It is a condition precedent to **Our** liability that all oily and/or greasy waste and used cleaning cloths which remain in the **Buildings** overnight will be kept in metal receptacles with close fitting metal lids and removed from the **Buildings** at least once a week.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

10.22 Waste Removal – B (Combustible Waste, Daily Removal) Applicable if noted on the Schedule

It is a condition precedent to **Our** liability that all combustible trade waste and refuse will be removed from the **Buildings** every night.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

10.23 Waste Removal – C (Combustible Waste, Weekly Removal) Applicable if noted on the Schedule

It is a condition precedent to **Our** liability that all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the **Buildings** at least once a week.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

H Cancellation of Your insurance

To effect cancellation of **Your Policy**, **You** should contact the firm that arranged **Your** insurance with **us**.

Cancellation by You during the cooling-off Period

This insurance provides **You** with a cooling-off **Period** to decide whether **You** wish to continue with this insurance. The cooling-off **Period** is for 14 days from the date **You** receive **Your Policy** documentation.

If a **Period** of less than 14 days has elapsed since **You** received **Your Policy** documentation, and **You** have not made a claim, **You** have the right to cancel the **Policy** and receive a refund of the premium **You** have paid:

- if at the date of cancellation **Your Policy** has not yet commenced, **You** will receive a full refund of the premium **You** have paid from **us**; or
- if **Your Policy** has already commenced, **You** will receive a refund of premium from **us**, equivalent to the unexpired **Period of Cover** on a pro rata basis.

Cancellation by You – after the cooling-off Period

You may cancel this **Policy** by contacting the firm that arranged **Your** insurance with **us**.

If **You** have paid the full annual premium, and there have been no claims or **Incidents** likely to result in a claim in the current **Period of Insurance**, **You** will receive a refund of premium from **us** equivalent to the unexpired **Period of Cover** on a pro rata basis.

Where **You** have made a claim and wish to cancel **Your Policy** **You** will not be entitled to a refund of premium.

If **You** are paying the annual premium by monthly instalments, no further premiums will be collected from **You** once the firm that arranged **Your** insurance with **Us** received notice of cancellation from **You**, provided there have been no claims or **Incidents** likely to result in a claim in the current **Period of Insurance**.

If **You** are cancelling the **Policy** and there has been a claim or **Incident** likely to result in a claim in the current **Period of Insurance** the full annual

premium must be paid by **You**. Cancellations will not be backdated.

Cancellation by Us – during and after the cooling off Period

We, or the **Administrator** can cancel this **Policy** where there is a valid reason for doing so by giving **You** 7 days' notice in writing setting out the reason for cancellation. This will be sent to the last address **You** notified to **Us**.

Valid reasons include but are not limited to the following:

Cancellation by Us – non-payment of premium

We, the **Administrator** or the firm that arranged **Your** insurance with **Us** can cancel this **Policy** by giving **You** 7 days' notice in writing to the last address **You** notified to **Us**. If **we** receive payment by the date set out in the letter **we** will take no further action. There will be no refund of premium if **our** cancellation is the result of **Your** failure to pay the full premium.

Cancellation by Us – where we reasonably suspect fraud

The Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015 requires **You** to take reasonable care to provide complete and accurate answers to the questions **we** ask and sets out situations where failure by a **Policyholder** to provide complete and accurate information requested by an **Insurer** allows the **Insurer** to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid. There will be no refund of premium if **our** cancellation is the result of **Your** dishonesty or where **we** reasonably suspect fraud by **You**.

Where **our** investigation provides evidence of fraud or a serious non-disclosure **we** may cancel the **Policy** immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your Policy** being cancelled from the date **You** originally took it out. **We** may also seek reimbursement of any claims monies paid by **Us** since the fraud was committed.

Cancellation by Us – for Your non-compliance with Policy terms and conditions

We, the **Administrator** or the firm that arranged **Your** insurance with **Us** can cancel this **Policy** by giving **You** 7 days' notice in writing to the last address **You** notified to **Us**. There will be no refund of premium if **our** cancellation is the result of **Your** failure to comply with the **Policy** terms and conditions e.g. **You** fail to co-operate with **Us** or provide **Us** with information or documentation **we**, the **Administrator** or **Claim Service Provider** reasonably require, and this affects **our** ability to process a claim or defend **our** interests.

Cancellation by Us – other reasons

Where cancellation is effected by **Us**, the **Administrator** or the firm that arranged **Your** insurance with **Us** any refund of premium will be calculated on a pro rata basis taking into account the original **Policy Period** and the number of days remaining to the expiry date of the **Policy**. Provided there have been no claims or **Incidents** likely to result in a claim in the current **Period of Insurance**, **we** will refund the premium relating to any unused portion of **Cover** within the current **Period of Insurance** on a pro-rata basis.

General Exclusions

These Exclusions apply to all sections of the Policy unless stated otherwise.

Other Exclusions are contained within the sections of the Policy where they apply.

A Cessation of Interest – Applicable to all sections other than Section 5 – Employers Liability

This Policy shall be avoided if:

- a) Your interest ceases other than by death;
- b) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless We have accepted the change.

Nothing contained in this Policy shall give any right against Us to any person other than You except to a transferee approved by Us.

B Date Recognition

Damage or liability of whatsoever nature directly or indirectly caused by contributed to by or arising from:

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

For the purposes of this Exclusion:

- a) Computer Equipment means:
 - i. computer hardware including microprocessors;
 - ii. computer application software;
 - iii. computer operating Systems or related software;
 - iv. computer networks;
 - v. microprocessors (computer chips) not part of any computer System;
 - vi. any other computerised or electronic equipment;
 - vii. any other equipment which directly or indirectly contains uses or relies upon in any manner of the items referred to in;
 - viii. to (vi) above.
- b) Date/Time Material means dates times or Data or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered.

C Fraud

If You or anyone acting for You:

- a) knowingly makes a fraudulent or exaggerated claim under Your Policy;
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine).

We will:

- i. refuse to pay the claim;
- ii. declare the Policy void from the date of the fraudulent act without any refund of premium; and
- iii. recover any sums that We have already paid under the Policy in respect of the claim.

We may also inform the Police of the circumstances.

D Loss of Data and E-risk

- a) **Damage to Data** arising out of but not limited to:
 - i. loss destruction or corruption of **Data** whether in whole or part;
 - ii. unauthorised appropriation use access or modification of **Data**;
 - iii. unauthorised transmission of **Data** to any third parties;
 - iv. misinterpretation use or misuse of **Data**;
 - v. operator error.
- b) **Damage** arising directly or indirectly from:
 - i. the transmission or impact of any **Virus or Similar Mechanism**;
 - ii. **Hacking**;
 - iii. **Denial of Service Attack**;
 - iv. **Failure of a System**;
 - v. anything described in paragraph (a) above.

E Pressure Waves

Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

F Radioactive Contamination and Nuclear Risks

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

G Sanctions

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by any **Business** or activity of **Yours** which would violate any applicable trade or economic sanctions law or regulation.

H Water Table

Any **Damage** attributable solely to a change in the Water Table level.

I War and Government Action

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **War**;
- b) **Government Action**.

For the purpose of this Exclusion:

War shall mean - war invasion acts of foreign enemy's hostilities or warlike operation or 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 or military or usurped power.

Government Action shall mean - martial law confiscation nationalisation requisition seizure or destruction of **Property** by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

J Applicable to all sections other than Section 5 – Employers' Liability Terrorism

- a) this insurance excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of **Terrorism** means an act, including but not limited to the use of force or violence and/or

the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.

- b) this insurance also excludes loss, **Damage**, cost or expense of whatsoever nature in Northern Ireland directly or indirectly resulting from or in connection with civil commotion.
- c) this insurance also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to a) or b) above.

If **We** allege that by reason of this exclusion any loss **Damage**, cost or expense is not **Covered** by this insurance the burden of proving the contrary shall be upon **You**.

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

K Other actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- any action taken in controlling, preventing, suppressing or in any way relating to:
 - **War**; or
 - **Terrorism**;

As set out in items I and J above.

L Applicable to all sections other than Section 5 – Employers’ Liability and Section 6 – Public Liability Contamination or Pollution Clause

- a) the insurance by this **Policy** does not **Cover** any loss or **Damage** due to contamination pollution soot deposition impairment with dust chemical precipitation adulteration poisoning impurity epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.
- b) this exclusion does not apply if such loss or **Damage** arises out of one or more of the following Perils:
 - Fire, Lightning, Explosion, Impact of Aircraft;
 - **Vehicle** Impact Sonic Boom;
 - Accidental Escape of Water from any tank apparatus or pipe Riot, Civil Commotion, Malicious **Damage**;
 - Storm, Hail Flood Inundation Earthquake;
 - Landslide **Subsidence** Pressure of Snow, Avalanche Volcanic Eruption;
- c) if a Peril not excluded from this **Policy** arises directly from **Pollution and/or Contamination** any loss or **Damage** arising directly from that Peril shall be covered.
- d) all other terms and conditions of this **Policy** shall be unaltered and especially the exclusions shall not be superseded by this clause.

M Deliberate or Criminal Acts

Any loss or **Damage**:

- deliberately caused by; or
- arising from a criminal act caused by;

You or any person living with **You**.

N Events before the Cover start date

Loss, **Damage**, **Injury** or liability which occurred before the **Cover** under this **Policy** started.

O Tobacco and E-Cigarette Exclusion

Section 6 Public Liability shall not apply to liability or indemnity related to **Bodily Injury** or **Damage** caused by or arising out of:

1. the consumption, inhalation of smoke produced by the burning of, exposure to or use of tobacco; or
2. the consumption, inhalation of or exposure to vapour produced by any electronic cigarette or personal vaporizer.

In addition, this section shall not apply to liability or indemnity arising directly or indirectly out of the sale of e-cigarettes or accessories sold by the **Insured** which do not conform with applicable health, safety and environmental protection standards.

P Virus, Disease and Pandemic

Any loss, destruction, **Damage**, liability, injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- a) Coronaviruses;
- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) Any mutation or variation of SARS-CoV-2;
- e) Any infectious or contagious diseases which have been declared as a pandemic by the World Health Organisation;
- f) Any new and emerging communicable diseases;
- g) Any fear or threat of a), b), c), d), e), or f) above.

This exclusion shall not apply in relation to Section 5 (Employer's Liability) or Section 6 (Public Liability)