



Sports & Social Club Insurance

Policy document



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SPORTS & SOCIAL CLUB INSURANCE POLICY

ArgoGlobal SE (the Insurer) will provide the insurance described in the Policy subject to its terms and conditions for the Period of Insurance stated in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium.

The Policy the Schedule and any endorsements shall be read together as one contract and this is the contract of Insurance between the Insured and the Insurer

Fair Presentation

1. Before this insurance contract is entered into, the Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, the Insured must:
 - a) Disclose to the Insurer every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
 - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
 - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, the Insured is expected to know the following:
 - a) If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b) If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.
 - c) Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurer expect that the Insured will have included them in the Insured's enquiries, and that the Insured will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

Remedies for breach of the duty of fair presentation

1. If, prior to entering into this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.
 - a) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
 - i). The Insurer may avoid the contract, and refuse to pay all claims; and,
 - ii). The Insurer need not return any of the premiums paid.
 - b) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
 - i). If the Insurer would not have entered into the contract at all, the Insurer may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii). If the Insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so require.

- iii). In addition, if the Insurer would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Insurer shall pay only X% of what the Insurer would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

Keeping the Insurer Informed

The Insured must notify the Insurer, or the Insured's Insurance Advisor:

- a) without delay if the Insured becomes aware that information the Insured has given the Insurer is inaccurate;
- b) within fourteen (14) days of the Insured becoming aware about any changes in the information the Insured has provided to the Insurer which happens before or during the period of insurance;

When the Insurer is notified that information the Insured previously provided is inaccurate, or of any changes to that information, the Insurer will tell the Insured if this affects the Insured's insurance. For example, the Insurer may amend the terms of the Insured's insurance or require the Insured to pay more for the Insured's insurance or cancel the Insured's insurance in accordance with the "Cancellation" section.

If the Insured fail to notify the Insurer that information the Insured has provided is inaccurate, or the Insured fail to notify the Insurer of any changes, this insurance may become invalid and the Insurer may not pay the Insured's claim, or any payment could be reduced.

DEFINITIONS

Building(s) – The Building or Buildings at the risk address(es) stated in the Schedule including

- a) outbuildings attached to or detached from the main Building
- b) walls gates and fences around the Buildings and belonging to them
- c) landlord's fixtures and fittings
- d) car parks yards paved areas roads pavements and footpaths
- e) swimming pools tennis courts and children's play areas
- f) security cameras and lights
- g) fixed fuel oil tanks and fixed diesel tanks piping ducting cables wires and associated control gears and accessories and extending to public mains

all belonging to the Insured or for which the Insured is legally responsible

Business – The Business specified in the Schedule conducted solely from within the Territorial Limits including

- a) the ownership repair and maintenance of the Premises
- b) the provision of fire security and ambulance services at the Premises
- c) provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d) private work undertaken by the Insured's Employees with the consent of the Insured for any director partner or senior official of the Insured
- e) the provision and management of sports social and welfare organisations by the Insured for the benefit of the Insured's Employees
- f) the sale or supply of food and drink to Employees or visitors

Business Hours – The period during which the Premises are actually occupied by the Insured and/or their Employees for Business purposes

Computer – All equipment including interconnected wiring fixed disks and telecommunications equipment used at the Premises for the storage and communication of electronically processed data but excluding

- a) mobile devices where the sole or primary function of the item is to make send and receive telephone calls and SMS messages
- b) any equipment controlling any manufacturing process

belonging to the Insured or leased hired or rented to the Insured and for which the Insured is legally responsible

Computer Records – All current and backup Computer Records excluding fixed disks and paper records of any description incorporating stored programs and information stored on them belonging to the Insured or leased hired or rented to the Insured and for which the Insured is legally responsible

Consequential Loss – Loss resulting from interruption or interference with the Business carried on by the Insured at the Premises in consequence of Damage

Contents – The contents of the Buildings used in connection with the Business belonging to the Insured or for which the Insured is legally responsible including

- a) patterns models moulds plans and designs
- b) documents manuscripts and Business books for their value as stationery and materials and the cost of labour expended in writing up and/or reinstatement thereof or restoration if more economical subject to a maximum of £5000 for any one loss
- c) trade samples or goods in trust held at the Premises
- d) directors' partners' or Employees' personal effects clothing pedal cycles and tools unless otherwise insured subject to a maximum of £500 per person for any one loss

DEFINITIONS CONTINUED

e) paintings or other works of art subject to a maximum of £500 for any one loss

but excluding Computers and Computer Records Domestic Contents and any other Property more specifically insured

Damage – Direct physical loss destruction of or damage to the Property insured

Denial of Service Attack – Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems including but not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Employee

a) any person under a contract of service or apprenticeship with the Insured or

b) any of the following persons whilst working for the Insured in connection with the Business

i. any labour master or labour only subcontractor or person supplied by them

ii. any self-employed person providing labour only

iii. any trainee or person undergoing work experience

iv. any voluntary helper

v. any person who is hired to or borrowed by the Insured

Excess – The amount for which the Insured is responsible for each and every claim or loss as specified in the Schedule or in the Policy

Goods in Transit – Stock in connection with the Business belonging to or the responsibility of the Insured whilst being

a) loaded on or in a Vehicle

b) carried by a Vehicle

c) temporarily contained on or in a Vehicle whilst parked or stationary or within a secure storage location for a continuous period of no more than 48 hours

d) unloaded off or from a Vehicle but excluding positioning installation commissioning or erection once it has been unloaded

Gross Profit – The amount by which the sum of the Turnover and the amount of the closing Stock shall exceed the sum of the amount of the opening Stock and the amount of the Specified Working Expenses

Gross Revenue – The money paid or payable to the Insured for work carried out or services rendered in the course of the Business at the Premises less the cost of purchases

Hacking – Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether the property of the Insured or not

Increased Cost of Working – The additional expenditure incurred with the prior written consent of the Insurer 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

Indemnity Period – The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period as stated in the Schedule afterwards during which the results of the Business shall be affected in consequence of the Damage

Injury – Bodily injury sickness, disability or disease. **Injury** shall also mean mental injury, mental anguish, shock or death if directly resulting from **bodily injury**, sickness, disability or disease.

Insured – the person or persons or club or company (including subsidiary companies) named in the Schedule which have been notified to and agreed as accepted by the Insurer

Insured Perils – Those Insurable Perils which are operative as stated in the Schedule subject always to the terms conditions and exclusions applying to the Insurable Peril and of Section 1 and the Policy

DEFINITIONS CONTINUED

Insurer – ArgoGlobal SE

Intruder Alarm System – All the component parts of the alarm and including devices used to transmit or receive signals

Keyholder – The Insured or any person or company authorised by the Insured who has been fully trained in the operation of the Intruder Alarm System including but not limited to the setting and un-setting of the system and is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System and to attend and allow access to the Premises

Legal Costs – All costs and expenses incurred with the prior written consent of the Insurer in addition to claimant's costs and expenses for which the Insured is legally liable

Licence – Granted under Part 3 Premises Licences of the Licensing Act 2003 or the Licensing (Scotland) Act 2005 or any subsequent amendment to the Act in respect of Premises which have been licensed for the sale by retail of alcohol

Loss of Limbs or Eyes – Physical Injury which solely and directly results in

- a) total loss or permanent and total loss of use of one or more limbs or
- b) total and irrecoverable loss of all sight in one or both eyes

Maximum Indemnity Period – The number of Months stated in the Schedule as applying to the Indemnity Period

Money – Cash bank currency notes uncrossed cheques uncrossed postal orders and money orders unused postage stamps National Insurance stamps trading stamps luncheon vouchers lottery and other prize scratch cards utility vouchers top up cards mobile phone vouchers and International Phone Cards held in connection with the Business belonging to the Insured or for which the Insured is legally liable

Non-Negotiable Money – Crossed cheques crossed giro cheques crossed bankers drafts crossed giro drafts crossed postal and crossed money orders national savings certificates premium bonds unexpired units in franking machines stamped national insurance cards credit card sales vouchers debit card sales vouchers VAT purchase invoices held in connection with the Business belonging to the Insured or for which the Insured is legally liable

Notifiable Human Disease – An illness sustained by any person caused by

- a) food or drink poisoning
- b) any human infectious or contagious disease

an outbreak of which the competent Public authority has stipulated shall be notified to them

Offshore Installation –

- a) any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- c) any pipe or system of pipes in the sea or tidal waters
- d) any accommodation installation for persons who work on or from the locations specified above

Outstanding Debit Balances – The total amount of the Outstanding Debit Balances in customers' credit accounts including hire purchase and credit sales accounts at the date of the Damage adjusted for bad debts

Permanent Total Disablement – Physical Injury not resulting in death or Loss of Limbs or Eyes which results in the permanent inability of the Insured or Employee to engage in any gainful employment

Phishing – Any access or attempted access to data or information made by means of misrepresentation or deception

Physical Injury – Bodily injury by external violent and visible means sustained by the Insured or Employee in the course of the Business where such injury arises directly from assault during a theft or attempted theft of the **Money** and/or **Non-Negotiable Money** and/or **Property** involving forcible and violent means or an actual or threatened hold up

DEFINITIONS CONTINUED

Pollution or Contamination –

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- b) all Injury loss or Damage directly or indirectly caused by such Pollution or Contamination but only to the extent that **you** can show;
 - i. The **pollution or Contamination** was a direct result of a sudden, specific and identifiable event occurring within the **Territorial Limits**;
 - ii. The **Pollution or Contamination** became known to the **Insured** within 72 hours of its commencement and is notified in accordance with the policy's notification provisions;
 - iii. Was not the direct result of the **Insured** failing to take reasonable precautions to prevent such **Pollution or Contamination**.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Premises – The Buildings and the land inside the boundaries at the risk address stated in the Schedule

Principal – Any person firm company ministry or authority for whom the Insured is undertaking work

Products Supplied – Any goods or other property which has left the Insured's care, custody or control, including containers packaging labelling and instructions for use sold supplied delivered erected repaired serviced altered treated installed processed manufactured or tested by the Insured in connection with the Business

Property –

- a) Buildings Tenants' Improvements Contents Computers Computer Records Stock and in respect of Section 1 of the Policy such other items to which cover is expressly extended in Section 1 of the Policy or Schedule or
- b) in respect of Section 3 of the Policy Computer Equipment Covered Equipment and such other items to which cover is expressly extended in Section 3 of the Policy

The Insurer agrees to accept the classification under which any Property has been entered in the books of the Insured

Rate of Gross Profit –

For the purpose of a new business that has not yet been trading 12 months

The Rate of Gross Profit earned on the Turnover during the period between the date of commencement of the Business and the date of the Damage

For all other businesses

The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage

Rent – The money paid or payable by the Insured for accommodation and services provided (including service charges unless excluded by Endorsement) at the Premises

Rent Receivable – The money paid or payable to the Insured by tenants or lessees for accommodation and services provided in the course of the Business at the Premises

Safe/Strongroom – An item being of substantial construction with key and /or combination locks and manufactured for the secure storage of Money or Non-Negotiable Money

This does not include cash boxes tills filing cabinets or any item constructed of sheet metal whether lockable or not

Shop Front – The windows doors frames signs external blinds and walling all forming part of the front of the Building

Solicitors' Fees – Solicitors' Fees incurred with the Insurer's prior written consent for the representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under Sections 4 and 5

Specified Working Expenses – The total of

- a) purchases less discounts received
- b) discounts allowed
- c) carriage freight and packaging and
- d) bad debts

DEFINITIONS CONTINUED

Standard Gross Revenue –

For the purpose of a new business that has not yet been trading 12 months

The proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the commencement of the Business and the date of the Damage

For all other businesses

The Gross Revenue during the period immediately before the date of the Damage which corresponds with the Indemnity Period

Standard Rent Receivable – The Rent Receivable during the period immediately before the date of the Damage which corresponds with the Indemnity Period

Standard Turnover –

For the purpose of a new business that has not yet been trading 12 months

The proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the commencement of the Business and the date of the Damage

For all other Businesses

The Turnover during the period immediately before the date of the Damage which corresponds with the Indemnity Period

Stock – Stock and materials in trade including raw materials work in progress finished goods the property of the Insured and goods in trust for which the Insured is responsible

Temporary Total Disablement – Physical Injury which results in the temporary inability of the Insured or Employee to engage in any gainful employment

Tenants' Improvements – All improvements alterations and decorations effected by or on behalf of the Insured as occupier of the Premises

Territorial Limits – Great Britain Northern Ireland the Isle of Man or the Channel Islands

Terrorism – Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

Turnover – The money paid or payable to the Insured for Products Supplied and services rendered in the course of the Business

Unoccupied – Any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than 30 consecutive days

Vehicle – A mechanically driven conveyance with or without attached trailers for conveying the Goods in Transit

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 including but not limited to trojan horses worms and logic bombs

GENERAL CONDITIONS

2) Fraud

If the Insured makes a fraudulent claim under this Policy, the Insurer:

- i) Is not liable to pay the claim; and
- ii) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
- iii) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under clause (iii) above:

- i) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- ii) The Insurer need not return any of the premiums paid.

GENERAL CONDITIONS CONTINUED

3) Reasonable Care

The Insured shall

- a) take all reasonable precautions to prevent or diminish loss destruction damage or injury
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) exercise care in the selection and supervision of Employees
- d) maintain all Buildings ways works machinery and plant in sound condition

As soon as possible after discovery of any defect or danger the Insured shall cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

4) Alteration

This Policy shall cease to be in force from the date of the alteration if

- a) any alteration is made either in the Business or at the Premises or to any Property insured after the commencement of the insurance that increases the risk of loss destruction damage or injury or
- b) the Insured's interest ceases except by will or operation of law or
- c) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- d) the Premises become Unoccupied

unless the Insurer has agreed in writing to accept such alteration

5) Payment of Premium

It is a condition precedent to the Insurer's liability that

- a) the premium for the Policy or any endorsement attaching to the Policy shall be paid when due
- b) if the premium for the Policy or endorsement is payable by instalments then
 - i. each instalment shall be paid when due or
 - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date

6) Cancellation

a) Cancellation by the Insured

i. Cooling off cancellation rights

The Insured has the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance ("the cooling off period") if the cover does not meet their requirements by returning all documents and any certificate to the Broker Intermediary or Agent who arranged the Policy

The Insurer shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker Intermediary or Agent if the cover is cancelled either

- before the inception date or
- within the 14 day cooling off period provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

ii. Cancelling the Policy after the cooling off period

The Insured may cancel the insurance at any other time by contacting the Broker Intermediary or Agent who arranged the Policy

GENERAL CONDITIONS CONTINUED

On receipt of the notification from the Broker Intermediary or Agent the Insurer will cancel the Policy and provide a proportionate return of the premium in respect of the unexpired period of insurance provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

b) Cancellation by the Insurer

i. Non-payment of Premium

If the Insurer has not received the premium in accordance with the terms of Condition 5). Payment of Premium the Insurer will cancel the Policy by giving 7 days' notice in writing by letter to the Insured at the Insured's last known address

The insurance will end immediately the 7 days' notice runs out

If the Insured has just incepted the Policy or renewed the Policy with the Insurer and the premium is unpaid then the Insurer will cancel the insurance from the inception or renewal date

ii. Cancellation for any other reason

The Insurer may cancel the Policy or any section or endorsement by giving 30 days' notice in writing by letter to the Insured at the Insured's last known address

The Insurer does not have to give a reason for the cancellation although valid reasons for doing so may include but are not limited to the following

- the Insured has not provided to the Broker Intermediary or Agent the information or documents the Insurer has requested as part of the terms and conditions in providing the insurance
- the Insured has not met the terms and conditions contained in this document of insurance including those shown on their schedule
- where the Insured does not comply with any of the different policy terms and conditions imposed by the Insurer as a result of the identification of misrepresentation as detailed in Fair Presentation
- where an alteration is made to the Business the Premises or the Property or where the Insured's interest ceases unless agreed by the Insurer as detailed in General Condition 4) Alteration
- where the survey arranged by the Insurer has identified additional risks which were not evident to the Insurer prior to the survey or where the Insured have not complied with the Insurer's acceptance criteria nor with the timely completion of any risk improvements as detailed in General Condition 10) Subject to Survey
- The Insured has behaved in a manner that makes it inappropriate for the Insurer to continue the insurance, e.g. the Insured harassing or showing abusive or threatening behaviour towards the Insurer's staff or the Insurer's appointed representatives

The insurance will end immediately the 30 days' notice runs out

If the Insured has just incepted the Policy or renewed the Policy with the Insurer and the premium is unpaid then the Insurer will cancel the insurance from the inception or renewal date

The Insurer will provide a proportionate return of premium in respect of the unexpired period of insurance of the Policy or Section other than in circumstances listed below

- where the Insurer identifies fraud as detailed in General Condition 2) Fraud
- where a claim has been made or incident advised that could give rise to a claim

in these circumstances no premium shall be returned by the Insurer

7) Choice of Law

Both parties to this contract have a choice as to which law should be applied. In the absence of written agreement to the contrary English law applies to this contract

The parties agree to submit to the exclusive jurisdiction of the English courts

GENERAL CONDITIONS CONTINUED

8) Observance of Terms

It is a condition precedent to the Insurer's liability that the Insured shall observe the terms of the Policy so far as they relate to anything to be done or complied with

9) Legal Representatives

In the event of the death of the Insured the Insurer will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe fulfil and be subject to the terms conditions and limitations of the Policy to the extent that they can apply

10) Subject to Survey

If any insurance by the Policy either at inception or subsequent renewal has been granted subject to the completion of a survey of the Premises or if during the Period of Insurance following notification of a claim or an alteration to the Business or the Premises or to any Property under the Policy the Insurer requires a survey

- a) then pending completion of such survey the terms conditions exclusions and limits as specified in the Policy and Schedule shall apply
- b) if following completion of the survey and in the opinion of the Insurer this has identified additional risks which were not evident to the Insurer prior to the survey then the Insurer reserves the right to alter or amend the terms and conditions of the Policy or to suspend or withdraw cover immediately
- c) the continuation of cover after the survey by the Insurer shall be subject to the Insured complying with the Insurer's acceptance criteria and the completion of any risk improvements required within the time frame agreed with the Insurer otherwise the Insurer may at its option invoke the Cancellation Condition

11) Limit of Indemnity

All the Sums Insured Limits of Indemnity and any other restrictions on the amount of the Insurer's liability stated in the Policy shall apply as maximum limits to the Insurer's liability irrespective of the number of persons entitled to indemnity under the Policy

For the purposes of the Sums Insured Limits of Indemnity and any other restrictions on the amount of the Insurer's liability the Insured and all other persons entitled to be indemnified under the Policy shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the Insurer as one party and the Insured and all other persons entitled to be indemnified as the other party

12) Third Party Rights

A person or company who is not a party to the Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any clause or term of the Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

The Insured shall not assign or transfer their rights under the Policy without the written agreement of the Insurer

13) Insured's Contribution

Where stated in the Schedule the Insured shall be responsible for paying an Excess in relation to each claim made by the Insured under this Policy

GENERAL EXCLUSIONS

This Policy does not cover

1) War Government Action Radioactive Contamination and Sonic Bangs

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) nationalisation confiscation requisition seizure or destruction by the government or any public authority
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

2) Terrorism and Civil Commotion

Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss directly or indirectly caused by or contributed to by or arising from

- a) Terrorism
- b) civil commotion in Northern Ireland

In any action suit or other proceedings where the Insurer alleges that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or Consequential Loss is not covered by the Policy the burden of proving that such Damage loss expense or Consequential Loss is covered shall be upon the Insured

3) Date Recognition

Damage or Consequential Loss of whatsoever nature or liability for damages attaching to the Insured or any associated costs relating thereto arising directly or indirectly from or consisting of the failure or inability of any

- a) computer data processing equipment microchip integrated circuit or any similar device or any computer software or computer firmware
- b) media or systems used in connection with any of the above

whether the property of the Insured or not

- i. to recognise correctly any date as its true calendar date
- ii. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

but

- a) in respect of Section 1 and Section 2 this shall not exclude subsequent Damage not otherwise excluded which itself results from the Insured Perils
- b) this exclusion shall not apply to Section 4

4) Marine Policies

Damage to Property which at the time of the happening of the 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 Policy not been effected

GENERAL EXCLUSIONS CONTINUED

5) Computer Virus

Any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

- a) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
- b) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

6) Illegal Deliberate and Criminal Activities

Damage or Consequential Loss of whatsoever nature or liability for damages attaching to the Insured or any associated costs relating thereto arising directly or indirectly from

- a) damage or liability caused as a result of the Premises being used for illegal activities by the Insured
- b) deliberate or criminal acts by the Insured

7) Sanctions

(not applicable to Section 3 - Property Owners Liability - Extension 8)

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the Insurer to any sanction prohibition or restriction 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.

8) Micro-organism Clause

Damage or **Consequential Loss** of whatsoever nature or liability directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health

9) Electronic Data

- (a) The insurance by this Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".
- (b) However, in the event that a Peril listed below results from any matters described in paragraph (a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy Period of Insurance to the Property Insured by this Policy directly caused by such listed Peril.

Listed Perils:

Fire

Explosion

Electronic Data Processing Media Valuation

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

10) Chemical and Biological

Damage or **Consequential Loss** of whatsoever nature or liability directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

11) Asbestos

Damage or **Consequential Loss** of whatsoever nature or liability or any liability of whatsoever nature arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos-containing materials.

12) Indirect Loss

Damage or **Consequential Loss** of whatsoever nature or liability for any loss or damage that is not directly associated with the incident that caused you to claim.

13) Existing Damage

Damage or **Consequential Loss** of whatsoever nature or liability for any loss or damage occurring before or arising from an event before the beginning of the Period of Insurance.

14) Loss of Value

Damage or **Consequential Loss** of whatsoever nature for any reduction in value of the property insured following repair or replacement paid for under this Policy.

SECTION 1 – MATERIAL DAMAGE

In the event of Damage to Property insured at the Premises from an Insured Peril during the Period of Insurance the Insurer will indemnify the Insured for the loss or amount of Damage or at its option replace or reinstate such Property in accordance with the provisions of the Policy and provided that during the Period of Insurance the liability of the Insurer under this Section shall not exceed the lesser of

- a) in respect of any item its Sum Insured or Limit stated in the Policy or the Schedule at the time of the Damage
- b) the Sum Insured or Limit remaining after deduction for any other Damage in the same Period of Insurance unless the Insurer has agreed to reinstate any such Sum Insured or Limit

In addition the Insurer will indemnify the Insured in respect of loss of Rent as a result of Damage to the Premises from an Insured Peril during the Period of Insurance rendering the Buildings uninhabitable provided that the liability of the Insurer shall not exceed the lesser of

- a) the Rent Sum Insured stated in the Schedule at the time of Damage
- b) the Rent payable for the period the Buildings are uninhabitable

Insurable Perils

The following are the Insurable Perils operative as Insured Perils if stated in the Schedule

1) Fire

Excluding damage caused by

- a) its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat
- b) explosion resulting from fire

2) Lightning

3) Explosion

Excluding damage caused by the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only belonging to or under the control of the Insured

However this exclusion does not apply to Damage caused by the explosion of any boiler or gas used only for domestic purposes

4) Aircraft or other aerial devices or articles dropped from them

5) Earthquake and subterranean fire

6) Riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons

Excluding damage

- a) arising from cessation of work or due to confiscation nationalisation seizure requisition or destruction by order of the government or any public authority
- b) by theft or attempted theft
- c) whilst any Building is Unoccupied

7) Theft or attempted theft

Excluding

- a) loss from any structure which is incapable of being locked
- b) damage
 - i. in respect of Property in the open other than as provided in Extensions 19. and 20. of this Section
 - ii. whilst any Building is Unoccupied

SECTION 1 – MATERIAL DAMAGE CONTINUED

- iii. in respect of Stock at exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside business hours
 - iv. in respect of Buildings other than as provided for under Extension 3. Theft Damage to Buildings and Extension 14. Theft of Building Fabric
 - c) loss in respect of jewellery precious metals/stones or articles composed thereof bullion or furs antiques or rare books used in connection with the Business
 - d) loss caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information
 - e) theft or attempted theft by Employees or Club Officials
- 8) Storm
- Excluding damage
- a) caused by frost subsidence ground heave or landslip
 - b) attributable solely to change in the water table level
 - c) to moveable Property in the open or in open fronted or open sided Buildings other than as provided in Extensions 19. and 20. of this Section
 - d) to fences and gates
- 9) Flood
- Excluding damage
- a) caused by frost subsidence ground heave or landslip
 - b) attributable solely to change in the water table level
 - c) to moveable Property in the open or in open fronted or open sided Buildings other than as provided in Extensions 19. and 20. of this Section
 - d) to fences and gates
- 10) Impact by
- a) any road vehicles or animals
 - b) falling trees or boughs
 - c) breakage or collapse of aerials or satellite dishes
- Excluding damage by lopping pruning or felling of trees
- 11) Escape of water from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation or leakage of beverages from storage containers or connected apparatus
- Excluding damage
- a) by water discharged or leaking from any automatic sprinkler installation
 - b) whilst any Building is Unoccupied
 - c) caused by subsidence ground heave or landslip
 - d) for subsidence ground heave or landslip caused by the escape of water
 - e) by leakage of bottled Stock or the cost of replacing the beverages
- 12) Accidental escape of water from any automatic sprinkler installation Excluding damage occasioned by or attributable to
- a) heat caused by fire
 - b) freezing whilst any Building is Unoccupied
 - c) repairs alterations or extensions to the Buildings and/or sprinkler installations

SECTION 1 – MATERIAL DAMAGE CONTINUED

13) Accidental damage

Excluding damage

- a) caused by any other Insurable Peril
- b) to a Building or structure caused by its own collapse or cracking
- c) to Property insured caused by Pollution or Contamination other than Damage caused by
 - i. Pollution or Contamination which itself results from fire or explosion
- d) to Property resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair
- e) to Property insured caused by or consisting of
 - i. inherent vice latent defect gradual deterioration wear and tear erosion corrosion frost or change in water table level
 - ii. its own faulty or defective design or materials
 - iii. faulty or defective workmanship operational error or omissionbut this shall not exclude subsequent Damage which results from a cause not otherwise excluded

- f) caused by
 - i. rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching
 - ii. scratching tearing or fouling by pets or domesticated animals
 - iii. vermin or insects
 - iv. change in temperature colour flavour texture or finish
 - v. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
 - vi. mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which the breakdown or derangement originates overrunning or electrical surges or spikes in electricitybut this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- g) caused by disappearance unexplained or inventory shortage misfiling or misplacing of information
- h) caused by acts of fraud or dishonesty
- i) occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
- j) caused by electrical or magnetic disturbance or erasure of electronic records

14) Subsidence ground heave or and slip Excluding damage

- a) to outbuildings yards pipes cables wires ducting car parks roads pavements walls gates fences swimming pools tennis courts and children's play areas unless the structure of the main building or buildings at the risk address stated in the Schedule is also affected at the same time by the same cause
- b) to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building or buildings at the risk address stated in the Schedule are also affected at the same time by the same cause

SECTION 1 – MATERIAL DAMAGE CONTINUED

- c) arising from the settlement or movement of made-up ground or by coastal or river erosion
- d) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
- e) arising from normal settlement or bedding down of new structures
- f) which originated prior to the granting of this cover
- g) caused by faulty or defective workmanship materials or design
- h) caused by fire subterranean fire explosion earthquake
- i) recoverable under any warranty or guarantee including NHBC guarantee

Additional Covers

All terms exclusions and conditions of Section 1 apply to these Additional Covers in addition to those shown below as applying to each Additional Cover

Glass Shop Front Blinds and Signs

The Insurer will indemnify the Insured in respect of Damage to fixed glass and Shop Front for which the Insured is responsible at the Premises occurring during the Period of Insurance

Following Damage to fixed glass and Shop Front at the Premises the Insurer will also indemnify the Insured in respect of

- a) the cost of reinstating Intruder Alarm Systems damaged as a result of glass breakage
- b) any boarding up costs incurred
- c) Damage to goods on display in windows caused by the impact of falling glass

The Insurer will also indemnify the Insured for Damage at the Premises to

- d) neon and illuminated signs and electric light fittings
- e) external blinds
- f) sanitary ware (fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns) where such Damage renders such article completely unserviceable
- g) lettering or other ornamental work and alarm foil on fixed glass

The liability of the Insurer under c) d) e) f) and g) shall be restricted to £2,500 for any one loss

Exclusions

The Insurer shall not be liable for damage

- a) to glass and Shop Front
 - i. caused by repairs or alterations to the Premises
 - ii. caused by alteration installation or removal
 - iii. in any Building which is Unoccupied
- b) to neon and illuminated signs and electric light fittings
 - i. caused by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft
 - ii. of bulbs or tubes unless consequent upon Damage to signs or fittings
- c) caused by or arising from
 - i. superficial damage or scratching or cracking which does not result in the complete breakage of the glass or Shop Front
 - ii. inherent or latent defect its own faulty or defective design or materials
 - iii. gradual deterioration or gradually operating cause wear and tear change in colour or finish

SECTION 1 – MATERIAL DAMAGE CONTINUED

- iv. changes in temperature or atmospheric or climatic conditions
- v. defects in frames framework or any fitting

Money

This Additional Cover is only operative if shown in the Schedule

The Insurer will indemnify the Insured in respect of loss of or damage to Money and Non-Negotiable Money held in connection with the Business as detailed below occurring during the Period of Insurance

- (i) in the Premises during Business Hours or whilst in a bank night safe or in transit to and from the Premises to the bank night safe whilst in the custody of the Insured or an authorised person acting on behalf of the Insured
- (ii) in the Premises whilst left unattended or outside of Business Hours
 - a) and secured in locked Safe(s) or Strongroom as shown in the Schedule
 - b) and secured in all other unspecified locked Safe(s) or Strongroom
- (iii) in the Premises whilst left unattended or outside of Business Hours and not secured in a locked Safe or whilst in the Insured's or any authorised person's private dwelling house subject to a limit of £500 for any one loss
- (iv) Money in locked coin operated machines in the Premises during or outside Business Hours or whilst the Premises is left unattended subject to a limit of £500 any one machine and £1,500 in any one Premises or to the limit(s) as more specifically stated in the Schedule
- (v) Non-Negotiable Money subject to a maximum of £250,000 any one loss

For the purposes of this Additional Cover Premises shall mean the main building(s) occupied by the Insured at the risk address stated in the Schedule

The liability of the Insurer under this Additional Cover shall be restricted to the Limits stated in the Schedule for any one loss in respect of (i) (ii) and (iii) above or as stated above

The Insurer will also indemnify the Insured in respect of Damage to

- a) any Strongroom Safe till or postal franking machine belonging to the Insured or for which the Insured is legally responsible up to an amount not exceeding the cost of repair or replacement
- b) clothing and personal effects belonging to the Insured or any partner director committee member stewards or Employee of the Insured resulting from theft or attempted theft of Money or Non-Negotiable Money subject to a maximum of £500 for any one loss

Exclusions

The Insurer shall not be liable for loss from

- a) shortage due to error or omission
- b) forgery deception or the use of counterfeit Money or Non-Negotiable Money
- c) the use of any form of payment which proves to be counterfeit false fraudulent invalid uncollectible or irrecoverable for any reason
- d) fraud dishonesty theft or attempted theft by any Employee
- e) an unattended vehicle and any coin operated gaming devices or machines
- f) damage not within the Territorial Limits
- g) any business or other activity not connected with the Business conducted from the Premises as stated in the Schedule
- h) theft or attempted theft from the *Premises* as stated in the Schedule or any authorised person's private dwelling house unless involving entry to or exit from such *Premises* or private dwelling by forcible and violent means or actual or threatened hold up assault or violence

SECTION 1 – MATERIAL DAMAGE CONTINUED

Conditions

- 1) It is a condition precedent to the Insurer's liability under this Additional Cover that the Insured shall maintain the following minimum standards of precaution for the safety of Money in transit (other than by specialist security carrier) at all times
 - a) the times of transits routes and conveyances used shall be varied as far as is possible
 - b) all persons engaged in the transit of Money shall be at least 18 years of age
 - c) transits of amounts of
 - i. up to £2,500 shall be accompanied by at least one person
 - ii. £2,501 to £6,000 shall be accompanied by at least two people
 - iii. £6,001 to £12,500 shall be accompanied by at least three people or two people travelling by motor car or using an approved security case
 - iv. amounts exceeding £12,501 shall be transported by specialist security carrier
- 2) It is a condition precedent to the Insurer's liability that when the Premises as stated in the Schedule or any authorised person's private dwelling house in which Money is kept is left unattended
 - a) all locks bolts and other protective devices are in full operation
 - b) all keys must be held in the personal custody of an authorised person and removed from
 - i. the unattended Premises as stated in the Schedule or
 - ii. from the final exit door of any authorised person's unattended private dwelling house

Personal Accident (Assault)

This Additional Cover is operative only if stated in the Schedule

The Insurer will indemnify the Insured and any Employee for compensation in accordance with the Schedule of Benefits in respect of Physical Injury

Schedule of Benefits

- 1) Death occurring within 2 years of sustaining the Physical Injury
- 2) Loss of Limbs or Eyes occurring within 2 years of sustaining the Physical Injury
- 3) Permanent Total Disablement
- 4) Temporary Total Disablement

The liability of the Insurer under this Additional Cover shall be restricted to the Limits stated in the Schedule any one loss

Exclusions

The Insurer shall not be liable for

- a) more than one of the Benefits 1 to 3 inclusive in respect of any one person arising out of the same Physical Injury
- b) Benefits 1 to 4 inclusive in respect of any person under 16 at the time of sustaining the Physical Injury
- c) Benefits 1 to 4 inclusive consequent upon any pre-existing physical or mental defect or infirmity
- d) Physical Injury due to any gradually operating cause
- e) any death or disablement arising from or attributable to intentional self-injury provoked assault or wilful exposure to needless peril (except in an attempt to save human life)
- f) any death or disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the person insured (other than drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise)

Conditions

- 1) All sums paid under Benefit 4 shall be deducted from any sum which may subsequently be paid under any of Benefits 1 to 3 inclusive in respect of the same Physical Injury
- 2) Payment under Benefit 3 is not payable before 104 weeks from the date of the Physical Injury
- 3) Benefit 4 is payable for a maximum of 104 weeks from the date of the Physical Injury

SECTION 1 – MATERIAL DAMAGE CONTINUED

Goods in Transit

This Additional Cover is only operative if shown in the Schedule

The Insurer will indemnify the Insured for Damage to Goods in Transit within the Territorial Limits during the Period of Insurance

- a) whilst being carried on any Vehicle owned or operated by the Insured
- b) as Sendings by a carrier other than the Insured by means of road rail or inland air freight

The liability of the Insurer under this Additional Cover shall be restricted to the limit stated in the Schedule for any one loss

Whilst Goods in Transit are being carried on any Vehicle owned or operated by the Insured the Insurer will also indemnify the Insured for

- a) Damage to packing materials protective sheeting ropes chains and toggles belonging to the Insured while being carried on the Vehicle subject to a maximum of £2,500 for any one loss
- b) Damage to personal effects belonging to the driver or attendant while carried by any Vehicle in the course of the employment of the driver or attendant with the Insured subject to a maximum of £500 for any one loss
- c) the removal of debris and site clearance of Goods in Transit damaged from the immediate area of the site where the Damage occurred subject to a maximum of £2,500 for any one loss
- d) the additional costs incurred in transferring Goods in Transit to any other vehicle following fire collision overturning or impact of the Vehicle including carrying the Goods in Transit to the original destination or place of collection subject to a maximum of £2,500 for any one loss
- e) reloading onto the Vehicle any Goods in Transit which have fallen from the Vehicle subject to a maximum of £2,500 for any one loss
- f) re-securing the Goods in Transit where there is dangerous movement of the load subject to a maximum of £2,500 for any one loss

Exclusions

The Insurer shall not be liable under this Additional Cover for Damage to any Goods in Transit arising out of or attributable to

- a) theft or attempted theft from open-backed curtain sided soft sided or soft-topped Vehicle(s)
- b) defective or inadequate packing or insufficient addressing
- c) breakdown of refrigeration or insufficient insulation
- d) spillage leakage evaporation loss of weight or shrinkage
- e) depreciation loss of market delay or inadequate documentation
- f) any erection dismantling or installation
- g) loss of sheets ropes chains toggles or packing materials as a result of disappearance or shortage unless such loss is the result of an incident recorded by the Insured

Conditions

- 1) It is a condition precedent to the Insurer's liability for theft or attempted theft from any unattended Vehicle that whenever a Vehicle operated by the Insured and carrying Goods in Transit is unattended it shall be protected
 - a) between the hours of 9.00 am and 6.00 pm by all doors and windows and other means of access being securely fastened and locked
 - b) between the hours of 6.00 pm and 9.00 am by all doors and windows and other means of access being securely fastened and locked and the alarm and/or immobiliser approved by the Insurer being switched on and made fully operational and either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park

SECTION 1 – MATERIAL DAMAGE CONTINUED

- 2) The valuation of Stock shall be at invoice cost. If an invoice has not been raised the basis of valuation shall be the value of the Stock at the time of the commencement of the transit

Domestic Contents and Personal Money of the Insured & Club Steward

This Additional Cover is operative if stated in the Schedule

a) Insured's Domestic Contents

The Insurer will indemnify the Insured for Damage from the Insured Perils to Insured's and Club Steward's Domestic Contents at the Premises and resident Employees personal effects at the Premises

Provided that

- i. the Premises are the permanent place of residence of the Insured and Club Steward or such resident Employees
- ii. the liability of the Insurer under this Extension shall not exceed the maximum of the Sum Insured and the maximum limit per single item as stated in the Schedule
- iii. the liability of the Insurer under this Extension for any one resident Employee's personal effects shall not exceed a maximum of £1,000 for any one loss
- iv. the Insurer shall not be liable for the cost of replacing any undamaged item or part of any item which form a part of a matching set or suite

Exclusions to a)

The Insurer shall not be liable for Damage

- a) to hearing aids contact or corneal lenses motor vehicles or sporting equipment while in use
- b) to property used in connection with the Business or more specifically insured
- c) caused by depreciation or electrical or mechanical breakdown
- d) arising from wear and tear or from any process of cleaning restoring adjusting or repairing
- e) jewellery and antiques

Conditions to a)

It is a condition precedent to the Insurer's liability for Damage caused by the Insured Perils that the Insured shall have in place in full working order and in operation the following minimum level of security (or such level as specified in the Schedule) whenever any part of the Buildings occupied by the Insured or Club Steward for residential purposes are left unattended

- a) the final exit door of is to be fitted with either
 - i. for timber or steel framed doors a mortice deadlock that has 5 or more levers and matching box striking plate which conform to BS 3621 or
 - ii. for timber or steel framed doors a rim latch deadlock that conforms to BS 3621
- b) all other external doors and internal doors giving access to any part of the Building are to be fitted with either
 - i. as described in a) i. and ii. above or
 - ii. 2 key-operated security bolts for doors fitted approximately 30cms from the top and bottom of the doors respectively
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortice deadlocks

For the purposes of this Extension Insured's and Club Steward's Domestic Contents means

Household contents at the Premises comprising household goods audio and visual equipment clothing luggage sports equipment gold and silver articles watches cups trophies furs (excluding pedal cycles) belonging to the Insured or their resident Club Steward or any of their family permanently residing with them excluding any article collection or set with a value in excess of £1,500 unless specifically mentioned in the Schedule

SECTION 1 – MATERIAL DAMAGE CONTINUED

b) Insured's personal money

In addition the Insurer will indemnify the Insured or their resident Club Steward or any of their family permanently residing with them at the Premises against

- a) accidental loss of personal money
- b) liability under the terms of issue of the credit card for loss following fraudulent use thereof by any unauthorised person

Subject to a maximum any one Period of Insurance of £500

Exclusions to b)

The Insurer will not be liable for

- a) losses arising from unauthorised use of a credit card by any member of the Insured's and Club Steward's family or resident manager's family
- b) loss due to confiscation or detention
- c) losses caused by depreciation or shortages caused by errors or omissions
- d) losses arising outside the Territorial Limits
- e) money held in connection with of the Business

Conditions to b)

It is a condition precedent to the Insurer's liability under this Extension that

- a) any loss of money or credit cards has been reported to the Police within 24 hours of discovering the loss
- b) any loss of credit cards has been reported to the issuing company immediately
- c) the Conditions of Issue of the Credit Card have been complied with

Extensions to Section 1

All terms exclusions and conditions of the Insured Perils under Section 1 apply to these Extensions in addition to those shown below as applying to each Extension

1) Underground Services

The Insurer will indemnify the Insured for Damage to underground water pipes gas pipes electricity and telephone cables extending from the Premises to the public mains from the Insured Perils but only to the extent of the Insured's responsibility

2) Theft of Keys and Lock Replacement

The Insurer will indemnify the Insured for the cost of replacing locks and keys to the Buildings Safes Strongrooms or tills subject to an aggregate maximum of £5,000 in any one Period of Insurance provided that

- 1) the original keys were forcibly stolen from the Buildings or the private residence of the Insured or any authorised Employee
- 2) Damage by theft is not excluded in its entirety

3) Theft Damage to Buildings

The Insurer will indemnify the Insured against the cost of repairing Damage to the Buildings for which the Insured is legally responsible and are not otherwise insured which directly results from Insured Peril 7 provided that if the Buildings of the Premises are not insured by this Section the liability of the Insurer under this Extension shall not exceed an aggregate maximum of £25,000 in any one Period of Insurance

4) Temporary Removal

The Insurer will indemnify the Insured for Damage to Contents whilst temporarily removed for cleaning renovation repair or similar purposes and to documents whilst temporarily removed elsewhere and in transit within the Territorial Limits from the Insured Perils subject to a maximum for any one loss of 10% of the Sum Insured shown for Contents in the Schedule or £100,000 whichever is the lesser amount

SECTION 1 – MATERIAL DAMAGE CONTINUED

This Extension shall not apply to

- a) motor vehicles and motor chassis licensed for normal road use
- b) Property more specifically insured

5) Exhibitions

The Insurer will indemnify the Insured for Damage to Contents and Stock from the Insured Perils whilst in any building (not being of a temporary nature) and being used for an exhibition anywhere within the Territorial Limits and whilst in transit to and from the exhibition premises subject to a maximum of £5,000 for any one loss

6) Other Locations

The Insurer will indemnify the Insured for Damage to Contents and Stock from the Insured Perils

a) whilst within the main building of the private residential home of a director or Employee anywhere within the Territorial Limits and

b) whilst in transit to and from the main building of such private residential home and the Premises

subject to a maximum of £2,500 for any one loss and an aggregate maximum of £10,000 in any one Period of Insurance

7) Third Party Storage Locations

The Insurer will indemnify the Insured for Damage to Contents and Stock from the Insured Perils whilst at third party storage locations within the Territorial Limits subject to aggregate maximums of £5,000 at any one location and £20,000 in any one Period of Insurance

8) Landscaped Gardens

The Insurer will indemnify the Insured for costs and expenses incurred by the Insured with the consent of the Insurer in repairing reinstating or making good Damage to landscaped gardens and grounds caused by Fire Brigade and rescue services or other emergency services equipment or personnel in the course of combating or reducing Damage from the Insured Perils to the grounds at the Premises the responsibility of the Insured

Subject to

a) a maximum of £5,000 for all losses arising out of any one incident

b) an aggregate maximum of £25,000 in any one Period of Insurance

9) Loss of Metered Supplies

The Insurer will indemnify the Insured for the cost of metered electricity gas oil and water consumed as a direct result of Damage from the Insured Perils to any tank apparatus pipe or cable not being automatic sprinkler installations at the Premises calculated at the rate applying at the time of the Damage subject to an aggregate maximum of £25,000 in any one Period of Insurance

10) Trace and Access

The Insurer will indemnify the Insured for the costs incurred in locating the source of an escape of water or fuel from any tank apparatus or pipe on the Premises and subsequent making good of Damage caused as a consequence of locating such source subject to a maximum of £5,000 for any one loss and an aggregate maximum of £25,000 in any one Period of Insurance

11) Clearing of Drains

The Insurer will indemnify the Insured for the costs and expenses incurred in cleaning clearing or repairing drains gutters or sewers at the Premises as a consequence of Damage from the Insured Perils but only to the extent of the Insured's responsibility subject to a maximum of £5,000 for any one loss

12) Fire Extinguishment Expenses

The Insurer will indemnify the Insured for costs incurred with the consent of the Insurer in refilling fire extinguishment appliances replacing used sprinkler heads and refilling sprinkler tanks in the event of Damage to insured Property caused by fire subject to a maximum of £10,000 for any one loss

SECTION 1 – MATERIAL DAMAGE CONTINUED

13) Computer Records

The Insurer will indemnify the Insured for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing Computer Records and not for the value to the Insured for the information contained therein but excluding any expenses in connection with the production of information to be recorded in such Computer Records for a maximum of £10,000 for any one loss and in the aggregate in any one Period of Insurance

14) Theft of Building Fabric

The Insurer will indemnify the Insured for Damage to

- a) the external fabric of the Buildings as a result of theft or attempted theft
- b) Property as a result of rainwater entry following theft or attempted theft of the external fabric of the Buildings for which the Insured is legally responsible and is not otherwise insured

Subject to an aggregate maximum of £5,000 in any one Period of Insurance

This Extension shall not apply

- a) to any Buildings which are Unoccupied
- b) when scaffolding is erected at the Buildings
- c) where Insured Peril 7 - Theft is not operative

15) Cups and Trophies

The Insurer will indemnify the Insured in respect Damage from the Insured Perils to cups trophies and medals anywhere in the Territorial Limits provided that the Insurer's liability shall not exceed £5,000 in respect of any one loss but excluding any items more specifically insured as shown on the schedule or by any other insurance

16) Outside Catering

The Insurer will indemnify the Insured for Damage from the Insured Perils to Contents and Stock where the Insured is providing outside catering and whilst in transit to and from such events from the Premises subject to a maximum of £2,000 for any one loss

17) Resident Insured's and Steward's Alternative Accommodation

The Insurer will indemnify the Insured in respect of the reasonable costs and expenses of providing alternative accommodation for the resident Insured or resident Club Steward if the Buildings insured are rendered uninhabitable by a competent public authority due to an Insured Peril

Provided that the Buildings of the Premises are insured by this Section and excluding

- a) any amount exceeding 10% of the Buildings Sum Insured shown in the Schedule
- b) any property which is occupied solely as a domestic residence
- c) any period beyond the time needed to repair the property

18) Playing Surfaces Greens and Floodlights

This Extension is operative only if a Sum Insured is shown for the item on the Schedule

The Insurer will indemnify the Insured for costs and expenses incurred in rectifying Damage from the Insured Perils except as otherwise excluded in a) iii. below to playing surfaces including artificial surfaces and greens including any irrigation or heating systems that have been installed and floodlights

The liability of the Insurer shall not exceed the limit shown in the Schedule in the aggregate in respect of all claims during any one Period of Insurance

Basis of Settlement under this Extension

In the event of Damage to any playing surface artificial surface or green the basis upon which the Insurer will pay any claims will be as follows

- a) repair or replacement
- b) re-seeding or re-turfing

SECTION 1 – MATERIAL DAMAGE CONTINUED

c) the replacement of any trees or plants will be by saplings of the same or similar type

Exclusions to this Extension

The Insurer shall not be liable for damage

- a) caused by or consisting of
 - i. the application of fertiliser or chemicals
 - ii. the failure of fertilisers or chemicals
 - iii. storm flood and other effects of weather
 - iv. wear and tear or in the course of play
 - v. maintenance work at the Premises
 - vi. the failure of the re-turfing or re-seeding to bind take or germinate
- b) caused to irrigation systems during the period 1 October each year to the 30 April in the following year unless the system is drained
- c) to newly seeded or constructed surfaces until they are suitable for play and in use
- d) caused by or attributable to the Insured's Employees contractors or sub-contractors

19) Property in the Open

The Insurer will indemnify the Insured for Damage from the Insured Perils (where shown as operative in the Schedule) to moveable property in the open or in any structure which is open sided or incapable of being locked within the boundaries of the Premises

Subject to an aggregate maximum of £5,000 in any one Period of Insurance

This Extension shall not apply to damage

- a) caused by wind rain hail sleet snow or dust
- b) to fences and gates
- c) whilst the Premises are unoccupied vacant disused or not in use for their intended purpose

For the purposes of this Extension Exclusions 7.b) ii. 8.c) and 9.c) of Insured Perils 7. 8. and 9. (where shown as operative in the Schedule) shall not apply

20) Maintenance Equipment in the Open

This Extension is operative only if a Sum Insured is shown for the item on the Schedule

The Insurer will indemnify the Insured in respect of Damage from the Insured Perils to maintenance equipment exceeding 25 horsepower (hp) and attachments kept in the open provided that agricultural tractors and other mechanically propelled vehicles have their ignition keys removed and are suitably immobilised when not in use outside of Club operating hours by one or more of the following

- a) disconnecting and removing the battery
- b) disconnecting and removing the high tension lead
- c) removing the rotor arm
- d) clamping
- e) padlocking

The liability of the Insurer shall not exceed the limit shown in the Schedule in the aggregate in respect of all claims during any one Period of Insurance

For the purposes of this Extension Exclusions 7.b) i. 8.c) and 9.c) of Insured Perils 7. 8. and 9. (where shown as operative in the Schedule) shall not apply

SECTION 1 – MATERIAL DAMAGE CONTINUED

21) Unauthorised Use of Supplies

The Insurer will indemnify the Insured for the cost of water gas electricity or other metered supply charges incurred by the Insured and for which the Insured is legally responsible up to an aggregate maximum of £25,000 any of Period of Insurance due to unauthorised use by persons taking possession of or occupying any Premises without the written consent of the Insured provided that

It is a condition precedent to the Insurer's liability under this Extension that

- a) the Insured shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b) the Premises are inspected weekly by a responsible adult authorised by the Insured when such Premises are Unoccupied and the Insurer has agreed in writing to the situation
- c) immediate notification of such unauthorised possession is given to the Insurer upon the Insured becoming aware of it

Failure to comply with the Conditions in this Extension may result in a claim not being paid or a claim payment being reduced

22) Theft Cover Extension (CCTV and Alarm System Equipment)

The Insurer will indemnify the Insured for Damage by Insured Peril 7. Theft to any closed circuit television and alarm system equipment externally fixed to the Premises belonging to the Insured or which they are legally responsible subject to a maximum of £2,500 for any one loss

Exclusion b) i. of Insured Peril 7. does not apply in respect of this extension

Clauses

1) Non-invalidating

The insurance by this Section shall not be invalidated by any act or omission or alteration unknown to or beyond the control of the Insured whereby the risk of Damage is increased as long as immediately the Insured becomes aware of the increase in risk they inform the Insurer in writing and pay an appropriate additional premium if required by the Insurer

2) Reinstatement of Losses

Unless written notice to the contrary be given by either the Insurer or the Insured the insurance by this Section shall not be reduced by the amount of any loss and the Insured shall pay the appropriate additional premium from the date of the Damage to the date of expiry of the Period of Insurance

3) Mortgagees

The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier which may increase the risk of Damage to any Buildings insured by this Section provided the mortgagee immediately upon becoming aware of such increase in risk shall give notice to the Insurer and pay an appropriate additional premium if required

4) Property more specifically insured

The Insurer shall not be liable for Damage to any Property insured more specifically by or on behalf of the Insured

5) Snooker Billiard and Pool Table Limitation of Cover

The Insurer shall not be liable for Damage to any billiard snooker or pool table caused by sparks or lighted material or liquid falling on them whilst in use or by light fittings falling on them or by the use of heated irons

Basis of Settlement Clauses

1) Average

If the Property covered by this Policy shall at the time of the Damage be collectively of greater value than the Sums Insured then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of their Damage accordingly

SECTION 1 – MATERIAL DAMAGE CONTINUED

2) Property Insured other than Stock – Reinstatement

In the event of Damage to Property insured other than Stock and Computers the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such Property to a condition substantially the same as but not better or more extensive than its condition when new

In the event of Damage to Computers the basis of settlement shall be the cost of reinstatement meaning

- a) where any Computer item suffers Damage beyond economic repair replacement by a new item of equal performance and/ or capacity or if such be impossible replacement by an item having the nearest higher performance and/or capacity to the item damaged
- b) where the Computer item suffers Damage the repair of the Damage and the restoration of the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

Special Provisions

- 1) The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- 2) Where Damage occurs to only part of the Property the liability of the Insurer shall not exceed the amount which the Insurer would have been liable to pay had such property been wholly destroyed
- 3) If at the time of reinstatement of any item the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by such item exceeds its Sum Insured at the time of the Damage the liability of the Insurer shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 4) No payment will be made beyond the amount the **Insurer** would have paid where such property insured at the time of **Damage** is covered by any other insurance effected by the **Insured** or on behalf of the **Insured** which is not on the same basis of reinstatement

3) Property Insured other than Stock – Day One

For any item specified on the Schedule showing a Declared Value and a Sum Insured this shall be deemed to be a Day One Basis of Settlement and the following clause shall replace Basis of Settlement Clause 2 above

In the event of Damage to Property insured other than Stock and Computers the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such Property to a condition substantially the same as but not better or more extensive than its condition when new

Special Provisions relating to Property insured other than Stock and Computers

- a) At the inception of each Period of Insurance the Insured shall notify the Insurer of the Declared Value of the Property insured by each item described in the Schedule
- b) If at the time of Damage the Declared Value of the Property insured by each item is less than the cost of reinstatement at the inception of the Period of Insurance the liability of the Insurer shall not exceed the proportion which the Declared Value bears to the costs of such reinstatement
- c) Where Damage occurs to only part of the Property the liability of the Insurer shall not exceed the amount which the Insurer would have been liable to pay had such property been wholly destroyed
- d) The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- e) No payment will be made beyond the amount the Insurer would have paid where Property insured at the time of Damage is covered by any other insurance effected by the Insured or on behalf of the Insured which is not on the same basis of reinstatement

In the event of Damage to Computers the basis of settlement shall be the cost of reinstatement meaning

- a) where any Computer item suffers Damage beyond economic repair replacement by a new item of equal performance and/or capacity or if such be impossible replacement by an item having the nearest higher performance and/or capacity to the item damaged

- b) where the Computer item suffers Damage the repair of the Damage and the restoration of the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

SECTION 1 – MATERIAL DAMAGE CONTINUED

Special Provisions relating to Computers

- i. If at the time of reinstatement of any Computer item the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by such item exceeds its Sum Insured at the time of the Damage the liability of the Insurer shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at such time
- ii. Where Damage occurs to only part of the property the liability of the Insurer shall not exceed the amount which the Insurer would have been liable to pay had the property been wholly destroyed
- iii. The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- iv. No payment will be made beyond the amount the Insurer would have paid where such property insured at the time of Damage is covered by any other insurance effected by the Insured or on behalf of the Insured which is not on the same basis of reinstatement

4) Stock

In respect of Stock the Insurer will pay the Insured the value of the Stock at the time of its Damage with adjustment for wear and tear

If at the time of any Damage the value of the Stock insured under any item is greater than its Sum Insured the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly

5) European Union and Public Authorities

The Insurer will indemnify the Insured for the additional cost of

- a) reinstating the damaged parts of the Buildings
- b) upgrading any undamaged parts of the Buildings

for an amount not exceeding 15% of the amount that would have been payable if the Buildings had been totally destroyed incurred solely by the necessity to comply with any building or other statutory regulations or Public Authority Bylaw or European Community Legislation in force at the time of such Damage excluding

- i. any cost resulting from any such requirement first imposed upon the Insured before the date of the Damage
- ii. the amount of any rate tax duty development or other charge arising out of capital appreciation as a result of complying with any such requirements which may be payable in respect of the Buildings

Conditions

- a) The work of reinstatement must be completed within 12 months of the date of the Damage or such further period as the Insurer may in writing allow
- b) The liability of the Insurer for Damage to such property including such costs and expenses shall not exceed the Sum Insured stated in the Schedule

6) Removal of Debris

This insurance includes the necessary and reasonable costs incurred in respect of removal of debris of Property insured resulting from Damage from an Insured Peril excluding

- a) costs incurred in removing debris except from the site of such Damage and the area immediately adjacent to such site
- b) costs arising from Pollution or Contamination of property not insured by this Section

The liability of the Insurer for Damage to such Property including such costs and expenses shall not exceed the Sums Insured stated in the Schedule

7) Capital Additions

To the extent that they are not otherwise insured the insurance of Buildings Tenants' Improvements and Contents shall extend to cover

- a) alterations additions and improvements to Buildings Tenants' Improvements and Contents but not appreciation of the value of such property

SECTION 1 – MATERIAL DAMAGE CONTINUED

- b) any newly erected or acquired Buildings Tenants' Improvements and Contents within the Territorial Limits from the commencement date of the legal responsibility of the Insured

subject to

- i. the Insured advising the Insurer of the amendments as soon as practicable but no later than 30 days on becoming aware of the increase in the extent of cover required and paying the appropriate additional premium
- ii. the Sums Insured for Buildings Tenants' Improvements and Contents at each location only being increased by the value of the additional property up to no more than 10% of the existing Sums Insured or £250,000 whichever is the lesser at any one location

8) Professional Fees

The insurance by each item on Buildings Tenants' Improvements and Contents includes an amount for architects' surveyors' consulting engineers' and legal fees incurred in the reinstatement or repair of such property consequent upon its Damage but not for preparing any claim. The total liability of the Insurer for Damage to such property including such fees shall not exceed the Sums Insured stated in the Schedule

9) Contracting Purchaser

Where the Insured at the time of Damage has contracted to sell their interest in any insured Building and the purchase is subsequently completed the contracting purchaser shall be entitled to benefit under the Policy provided that the Building is not otherwise insured in respect of such Damage

10) Contract Price

In respect only of Stock sold but not delivered for which the Insured is responsible under the terms of a sale contract which following Damage is cancelled due to the contract conditions wholly or to the extent of the Damage the liability of the Insurer shall be based on the contract price

11) Subrogation Waiver

In the event of a claim arising under this Section the Insurer agrees to waive any rights remedies or relief to which it might become entitled by subrogation against

- a) any company standing in the relation of parent or subsidiary to the Insured or
- b) any company which is a subsidiary of or a parent company of which the Insured themselves are subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage

12) Other Interests

Interests of third parties which the Insured is required to include herein under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically deemed to be held covered subject to notification by the Insured to the Insurer at the time of the Damage

13) Business Books

The basis of settlement of any claim for business books shall be their value as stationery together with the cost of clerical labour expended in their reproduction

14) Seasonal Increases

The Sum Insured of Stock items 4 and 5 as shown on the Schedule will be deemed to have been increased by 30%

- a) during the months of November December and January
- b) for a period of 7 days preceding and including any Bank Holiday during the rest of the year

Exclusions applying to Section 1 – Material Damage

The Insurer shall not be liable for Damage to

- a) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft

SECTION 1 – MATERIAL DAMAGE CONTINUED

- b) property or structures in the course of construction or erection and materials or supplies in connection with all such property or structures in the course of construction
- c) land water dams piers jetties bridges culverts or excavations
- d) live animals livestock growing crops or trees
- e) money and non-negotiable money jewellery precious stones precious metals bullion or furs (other than as provided for under Additional Cover Money or Domestic Contents and Personal Money of the Insured & Club Steward)
- f) Any claim arising directly or indirectly from the burning of waste either at or away from the **Insured's**

Conditions

1) Intruder Alarm System

This Condition only applies where an Intruder Alarm Requirement is stated in the Schedule as being applicable under Section 1 – Material Damage

It is a condition precedent to the Insurer's liability for Damage by Insured Peril 7 that in respect of the Intruder Alarm System installed at the Premises

- a) the Intruder Alarm System is maintained in full and effective working order under a contract to provide corrective and preventive maintenance with the installer or such other contractor agreed by the Insurer in writing
- b) the Premises are not left unattended
 - i. unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit or receive signals in full and effective operation
 - ii. where the police have withdrawn their response to alarm activation unless alternative security arrangements have been made by the Insured and approved by the Insurer
- c) the Intruder Alarm System
 - i. is installed in accordance with a specification agreed in writing by the Insurer
 - ii. must not be altered or amended in any way unless such amendment or alteration has been approved by the Insurer and no alteration or substitution of the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System shall be made without the written consent of the Insurer
 - iii. maintenance contract must not be altered or substituted without the written consent of the Insurer
 - iv. procedures agreed by the Insured for the police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System must not be altered or substituted without the written consent of the Insurer
- d) the Insured must
 - i. maintain secrecy of the codes for the operation of the Intruder Alarm System and no details of such codes shall be left on the Premises when the Premises are left unattended
 - ii. immediately notify the Insurer upon receipt of any communication giving notice that the level response to the Intruder Alarm System has been or will be reduced
 - iii. appoint at least 2 Keyholders and lodge written details with the alarm company
- e) in the event of notification of
 - i. any alarm fault
 - ii. activation of the Intruder Alarm System
 - iii. interruption of the means to transmit or receive signals to or from the Intruder Alarm System during the period that the Intruder Alarm System is set a Keyholder must attend the Premises as soon as possible in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety

SECTION 1 – MATERIAL DAMAGE CONTINUED

If the Intruder Alarm System cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a Key holder must remain at the Premises unless otherwise agreed in writing by the Insurer

2) Security Precautions

It is a condition precedent to the Insurer's liability for Damage by Insured Peril 7 under the Policy that whenever the Premises or any part of the Buildings not occupied by the Insured for the purpose of the Business are left unattended all locks bolts and other protective devices are in full and effective operation

3) Stillage

It is a condition precedent to the Insurer's liability for Damage by Insured Perils 8 9 and 11 that Property in the basement or sub-basement of the Premises be kept at least 10cm above floor level

4) Kitchen Condition

It is a condition precedent to the Insurer's liability under Section 1 - Material Damage that

- a)
 - i. hoods ducts fans extractors and plenums are cleaned at least once every twelve months by an independent cleaning service contractor or more frequently where recommended by the appointed contractor
 - ii. filters are cleaned at least once a week
 - iii. extraction hoods canopies and grease traps are cleaned at least once a month
 - iv. a record of all servicing tests and cleaning is made and retained by the Insured and provided to the Insurer upon request
- b) as a minimum requirement the kitchen(s) at the Premises are fitted with
 - i. a wet chemical extinguisher Class F or a fixed wet chemical installation fitted within the hood of the fryer
 - ii. a fire blanket
- c) all extract ducts hoods and canopies have a clearance of at least 150 mm from combustible walls floors roofs linings and ceilings unless suitably protected by fire resistant substances or materials
- d) all frying ranges and deep fat frying equipment are
 - i. operated and maintained strictly in accordance with the manufacturers' instructions and recommendations
 - ii. fitted with thermostats set to prevent the temperature of fats rising above 210 degrees centigrade (or the manufacturers' recommended temperature if this is less than 210 degrees centigrade)
 - iii. fitted with a high temperature limit control of a non-resetting type to shut off the heat source if the temperature of the fat or oil exceeds 230 degrees centigrade

5) Electrical Testing Programme

It is a condition precedent to the Insurer's liability under Section 1 – Material Damage that the following testing programmes are implemented

- a) a fully certified Institution of Electrical Engineers' testing programme based upon the current Edition of the IEE Wiring Regulations and BS7671 on a three or five year programme as required and Completion and Periodic Certificates are signed by a competent person
- b) a fully documented portable appliance testing programme suitable for the nature of the appliances used on the Premises and any defects found are remedied immediately in accordance with IEE regulations

SECTION 1 – MATERIAL DAMAGE CONTINUED

6) Removal of Waste

It is a condition precedent to the Insurer's liability under Section 1 – Material Damage that all waste and refuse is swept up daily and removed completely from the Premises at least once a week

7) Fire Extinguishing Appliances

The fire extinguishing appliances at the Premises whether installed at the commencement of this insurance or subsequently at the request of or with the knowledge of the Insurer shall be maintained in good working order. The Insured undertakes to maintain the said appliances in efficient working order during the Period of Insurance

Subject to observance of this undertaking Section 1 – Material Damage of this Policy shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown or beyond the control of the Insured

8) Chimney Sweeping and Open Fires Condition

It is a condition precedent to the Insurer's liability under Section 1 - Material Damage that all

- a) chimneys are swept by a professional chimney sweep at least every 12 months
- b) open fires are fitted with a spark guard and extinguished at the end of each working day and checked 30 minutes thereafter

9) Portable Heater Exclusion

It is a condition precedent to the Insurer's liability under Section 1 - Material Damage that portable naked flame gas or paraffin heaters are not used on the Premises

10) Smoking Condition

It is a condition precedent to the Insurer's liability for Damage caused by Insured Perils 1 and 3 that

- a) enforce a no smoking policy at the Premises which complies with current legislation
- b) only allow smoking in clearly marked specifically designated smoking areas which comply with current legislation
- c) in all designated smoking areas provide metal receptacles with metal lids for the safe disposal of waste smoking materials
- d) ensure that waste smoking materials when being removed from the designated smoking areas are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the Premises

SECTION 2 – BUSINESS INTERRUPTION

This Section of the Policy is operative only if stated in the Schedule

In the event of Damage to the Property used by the Insured for the purposes of the Business carried on by the Insured at the Premises during the Period of Insurance from the Insured Perils under Section 1

- a) resulting in interruption or interference with the Business or
- b) which prevents the Insured from tracing or establishing customers' Outstanding Debit Balances in whole or in part as a result of the Insured's books of account at the Premises being damaged

the Insurer will indemnify the Insured

- i. in respect of a) the amount of loss resulting from such interruption or interference provided that such Damage is covered under Section 1 of this Policy and that liability shall be admitted or payment made therefore or payment would have been made or liability admitted but for the operation of a proviso in the insurance excluding liability for losses below a specified amount
- ii. in respect of b) the amount of loss resulting from such insured Damage

The liability of the Insurer under this Section at the time of the event shall not exceed in respect of any item its Sum Insured or Limit stated in this Policy or the Schedule at the time of the event

Clause

Reinstatement Following a Loss

The liability of the Insurer under this Section shall not exceed the Sum Insured or Limit remaining after deduction for any other interruption or interference resulting from Damage occurring during the same Period of Insurance unless the Insurer has agreed to reinstate any such Sum Insured or Limit and the Insured shall pay the appropriate additional premium

Basis of Settlement Clauses

1) Gross Revenue

The Insurer will pay as indemnity to the Insured the amount of their loss in respect of each item stated in the Schedule as a result of loss of Gross Revenue and/or Increased Cost of Working

- a) the amount payable in respect of a reduction in Gross Revenue shall be the sum by which the Gross Revenue shall fall short of the Standard Gross Revenue during the Indemnity Period as a result of the Damage
- b) the amount payable in respect of the Increased Cost of Working as a result of the Damage 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 that may cease or be reduced as a result of the Damage

Provided that 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 Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

2) Outstanding Debit Balances

The amount payable by the Insurer in respect of Outstanding Debit Balances is limited to loss sustained by the Insured directly due to Damage and the amount payable in respect of any one event shall not exceed

- a) the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the written consent of the Insurer in tracing and establishing customers' debit balances after the Damage

SECTION 2 – BUSINESS INTERRUPTION CONTINUED

3) Average

If the Sum Insured is less than the Gross Revenue for the 12 months (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months) immediately prior to the occurrence of Damage the amount payable shall be proportionately reduced after due provision has been made for the trend or variation in or other circumstances affecting or which would have affected the Business either before or after the Damage

4) Alternative Trading

If during the Indemnity Period work is done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on behalf of the Insured the amount paid or payable in respect of such work or services shall be accounted for in arriving at the Gross Revenue during the Indemnity Period

5) Departmental

If the Business is conducted in departments the independent trading results of which are ascertainable the basis of Gross Revenue shall apply separately for each department

6) Accountants' and Auditors' Charges

The Insurer will pay to the Insured the charges payable by the Insured to their professional accountants and auditors for producing and certifying any particulars or details or any other proofs information or evidence as may be required by the Insurer under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books or documents

7) Current Cost Accounting

For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded

8) Value Added Tax

To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

9) Payments on Account

Payments on account will be made to the Insured during the Indemnity Period if so requested subject to appropriate adjustment at the end of the Indemnity Period

Extensions to Section 2

All terms exclusions and conditions of the Insured Perils under Section 1 and all terms exclusions and conditions of Section 2 apply to these Extensions in addition to those shown below as applying to each Extension

These extensions are operative only if Gross Revenue is stated in the Schedule.

The liability of the Insurer includes loss as insured by this Section resulting from interruption or interference with the Business in consequence of

1) Premises Closure or Restrictions

- a) closure or restrictions placed on the Premises on the advice of or with the approval of the Medical Officer of Health for the Public Authority as a result of a Notifiable Human Disease occurring at the Premises
- b) closure of the whole or part of the Premises by order of the Public Authority consequent upon injury or illness sustained by any person caused by or traceable to foreign or injurious matter in food or drink sold from the Premises by the Insured
- c) closure of the whole or part of the Premises by order of the Public Authority consequent upon vermin and pests at the Premises
- d) closure of the whole or part of the Premises by order of the Public Authority consequent upon defects in the drains and other sanitation at the Premises
- e) closure of the whole or part of the Premises by order of the Public Authority consequent upon murder or suicide occurring at the Premises

subject to an aggregate maximum of £50,000 in any one Period of Insurance

SECTION 2 – BUSINESS INTERRUPTION CONTINUED

The Insurer shall not be liable under this extension for costs incurred in cleaning repair replacement recall or checking of property

2) Suppliers

Damage from the Insured Perils at the premises of any of the Insured's direct suppliers manufacturers or processors within the Territorial Limits but excluding the premises of any supply undertaking from which the Insured obtains electricity gas water or telecommunications services subject to a maximum of £100,000 for any one loss

3) Denial of Access - damage from the Insured Perils

Damage from the Insured Perils to property within a one mile radius of the Premises which shall prevent or hinder the access to the Insured's Premises whether or not there has been Damage to the Premises or Property of the Insured but excluding the property of any supply undertaking from which the Insured obtains electricity gas water or telecommunications services subject to a maximum of £100,000 for any one loss

4) Accidental Failure of Public Supply

Accidental failure at the terminal ends of the public supply undertakings' feed to the Premises of electricity gas water or telecommunications services as a direct result of Damage subject to a maximum of £100,000 for any one loss and providing the cessation of supply is for a minimum of 24 consecutive hours excluding

- a) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- b) total or partial failure of the public supply occasioned by strike or lock-out total or partial withdrawal of labour or total or partial cessation of work
- c) a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system

5) Goods in Transit

Damage to Goods in Transit if insured by Section 1 and for which the Insurer has admitted liability subject to a maximum of £50,000 for any one loss

6) Documents

Damage from the Insured Perils to documents belonging to or held in trust by the Insured whilst temporarily at premises not in the occupation of the Insured or whilst in transit by road rail or inland waterway in Great Britain Northern Ireland the Channel Islands or the Isle of Man subject to a maximum of £25,000 for any one loss

7) Storage Sites

Damage from the Insured Perils at any premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man not in the occupation of the Insured where Property of the Insured is stored subject to a maximum of £25,000 for any one loss

8) Contract Sites

Damage from the Insured Perils at any situation in Great Britain Northern Ireland the Channel Islands or the Isle of Man where the Insured is carrying out a contract subject to a maximum of £25,000 for any one loss

Exclusions

1) The Insurer shall not be liable under this Section for loss arising directly or indirectly from

erasure loss distortion or corruption of information on computer systems or other records programs or software

SECTION 2 – BUSINESS INTERRUPTION CONTINUED

Conditions

1) Debit Recording and Storage

On a monthly basis the Insured shall record the total amount of Outstanding Debit Balances as set out in business books of account and such record shall be kept elsewhere than the Insured's Premises

2) Declaration – applicable to Basis of Settlement 1. Gross Revenue (declaration linked basis)

- a) The Insured shall provide the Insurer with the Estimated Gross Revenue based on the financial year most nearly concurrent with the forthcoming Period of Insurance prior to each renewal date
- b) The Insured shall provide the Insurer with a declaration confirmed by the Insured's auditors of the Gross Revenue earned during the financial year most nearly concurrent with the expired Period of Insurance within six months of the expiry of the Period of Insurance
- c) If any Damage has occurred giving rise to a loss of Gross Revenue such declaration will be increased by the Insurer for the purpose of premium adjustment by the amount which the Gross Revenue was reduced during the financial year solely in consequence of the Damage
- d) Premiums are provisional and if the declaration of Gross Revenue provided by the Insured and confirmed by the Insured's auditors proportionately increased where the Maximum Indemnity Period exceeds 12 months is
 - i. less than the Estimated Gross Revenue for the relevant Period of Insurance the Insurer will allow a pro rata return of premium not exceeding 50% of such premium paid
 - ii. greater than the Estimated Gross Revenue for the relevant Period of Insurance the Insured shall pay a pro rata addition to the premium

Additional Cover

All terms exclusions and conditions of Sections 1 and 2 apply to this Additional Cover in addition to those shown below

Loss of Licence

This Additional Cover is operative only if shown in the Schedule

The Insurer will indemnify the Insured for loss of a granted Licence being revoked or for the refusal to renew the Licence after due and proper application for renewal due to a cause beyond control of the Insured

The amount payable shall be

- a) the depreciation in value of the interest of the Insured in the Premises or the Business
- b) the costs and expenses incurred by the Insured with the prior written consent of the Insurer in connection with any appeal in respect of the revoking of or refusal to renew such Licence
- c) the loss of Gross Revenue due to reduction in Turnover and Increased Cost of Working
 - i. the amount payable in respect of a reduction in Turnover shall be the sum produced by applying the Rate of Gross Revenue to the amount by which the Turnover shall fall short of the Standard Turnover during the Indemnity Period as a result of the loss of Licence
 - ii. the amount payable in respect of the Increased Cost of Working as a result of the loss of Licence not exceeding the sum produced by applying the Rate of Gross Revenue to the amount of any reduction in the Turnover 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 as a result of the loss of Licence

The liability of the Insurer under this Additional Cover shall be restricted to the Limit stated in the Schedule

For the purposes of this Additional Cover Indemnity Period shall mean

SECTION 2 – BUSINESS INTERRUPTION CONTINUED

The period beginning with the loss of Licence and ending not later than twelve months thereafter during which the results of the Business shall be 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 shall terminate either

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

Exclusions

The Insurer shall not be liable for

- a) any loss to the Insured by virtue of any legislation relating to the Licence
- b) any loss arising from the revoking of any extension to the normal opening hours
- c) any loss arising from the revoking of or refusal to renew the Licence
 - i. arising from any town or country planning improvement or redevelopment or compulsory purchase or the surrender reduction or redistribution of Licence(s)
 - ii. by the misconduct neglect or connivance of the Insured or failure by them to take steps necessary for keeping the Licence in force
- d) any loss relating directly or indirectly to a personal Licence issued to the Insured or Employee of the Insured
- e) any loss arising from the forfeiture of the Licence on the suspicion of illegal drug dealing at the Premises
- f) any loss arising from forfeiture of the Licence caused by alteration of the Premises without the consent of the appropriate authority
- g) any loss arising from the Premises
 - i. being closed for any period which is not required by law
 - ii. not being maintained in a sanitary condition or satisfactory state of repair
- h) payment of whatever nature due to the licensing authority by the Insured

Conditions

It is a condition precedent to the Insurer's liability for any loss or payment under this Additional Cover that

- a) immediate notice must be given in writing to the Insurer by the Insured in the event of any
 - i. change in tenancy use or management of the Premises
 - ii. transfer or proposed transfer of the Licence
 - iii. complaint against the Premises or the control of the Premises
 - iv. proceedings against or conviction of the Insured manager tenant or occupier of the Premises for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty moral standing or sobriety
 - v. objection to renewal or other circumstances which might endanger the renewal of the Licence
- b) in the event of the revoking or refusal of renewal of the Licence the Insured must notify the Insurer in writing within 48 hours after the order by the authorities of the event which has resulted in forfeiture or refusal of renewal of the Licence and also state as far as the Insured is able the grounds upon which such order has been made or particulars of such event

SECTION 3 – EQUIPMENT BREAKDOWN

This Section of the Policy is operative only if stated in the Schedule

In the event of an *Accident* at the Premises to *Covered Equipment* owned by the Insured or for which the Insured is responsible during the Period of Insurance the Insurer will indemnify the Insured in respect of any Damage resulting from such loss destruction or damage or at its option replace or reinstate such *Covered Equipment* in accordance with the provisions of the Policy provided that during the Period of Insurance the liability of the Insurer under this Section shall not exceed £1,000,000 any one claim and in the aggregate

Section Definitions

Accident(s) means direct physical loss or damage as follows

- a) electrical or mechanical *Breakdown* including rupture or bursting caused by centrifugal force
- b) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- c) *Explosion* or *Collapse* of *Covered Equipment* operating under steam or other fluid pressure
- d) loss destruction or damage to *Covered Equipment* operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment
- e) loss destruction or damage to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- f) loss destruction or damage caused by operator error
- g) loss destruction or damage caused by materials being processed

All *Accidents* that are the result of the same event shall be considered one *Accident*

Breakdown means

The actual breaking failure distortion or burning out of any part of the *Covered Equipment* whilst in ordinary use arising from defects in the *Covered Equipment* causing its sudden stoppage and necessitating repair or replacement before it can resume work

Fracturing of any part of the *Covered Equipment* by frost when such fracture renders the *Covered Equipment* inoperative

The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

Collapse means

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the *Covered Equipment* caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer Equipment means

- a) electronic computer or other data processing and/or storage equipment
- b) peripherals used in conjunction with a)
- c) software and programs licensed to the Insured and installed on a)

Covered Equipment means

- a) *Computer Equipment*
- b) Equipment at the Premises owned by the Insured or for which the Insured is responsible
 - i. built to operate under vacuum or pressure (other than weight of contents) or
 - ii. oil and water storage tanks or
 - iii. used for the generation transmission storage or conversion of energy

SECTION 3 – EQUIPMENT BREAKDOWN CONTINUED

Excluding

- a) any supporting structure foundation masonry brickwork cabinet air supported structure
- b) any insulating or refractory material
- c) any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)
- d) self-propelled plant and equipment (other than fork lift trucks used by the Insured at their Premises) dragline excavation or construction equipment
- e) equipment manufactured by the Insured for sale
- f) tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- g) any electronic equipment (other than *Computer Equipment*) used for research diagnostic treatment experimental or other medical or scientific purposes
- h) any *Manufacturing Production or Process Equipment*
- i) any electricity generating equipment other than emergency back-up power equipment or wind turbines (less than 10kw) or photovoltaic equipment less than 50kw

Derangement means

Electrical or mechanical malfunction of the machinery arising from a cause internal to the *Computer Equipment* unaccompanied by visible damage to or breaking out of any parts of the equipment

Explosion means

The sudden and violent rending of *Covered Equipment* by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the *Computer Equipment* together with forcible ejection of the contents

Hazardous Substance means

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

Manufacturing Production or Process Equipment means

Any machine or apparatus (other than boilers lifts fork lift trucks dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by the Insured and any equipment which exclusively serves such machinery or apparatus

Media means

All forms of electronic magnetic and optical tapes and discs for use in any *Computer Equipment*

Verified means

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

Extensions and Sub Limits to Section 3

1) Hazardous Substances

The Insurer shall be liable for the additional cost to repair or replace *Covered Equipment* because of contamination by a *Hazardous Substance* as a direct result of an Accident including any additional expenses incurred to clean up or dispose of such property

The liability of the Insurer shall not exceed £10,000 any one *Accident* in respect of such additional costs

SECTION 3 – EQUIPMENT BREAKDOWN CONTINUED

2) Computer Equipment Reinstatement of Data and Increased Costs of Working

- a) The Insurer shall be liable under this Extension for loss destruction or damage caused by or resulting from
 - i. an *Accident to Computer Equipment* at the Premises. The liability of the Insurer shall not exceed £500,000 for any one *Accident*
 - ii. an *Accident to portable Computer Equipment* providing it is insured and within the Geographical Areas specified in the Schedule under Section 1 - All Risks on Portable Property. The liability of the Insurer shall not exceed £5,000 any one *Accident*
- b) In addition the Insurer shall be liable for costs incurred in reinstating data lost or damaged in consequence of an *Accident to or Derangement of Computer Equipment*

The liability of the Insurer shall not exceed £50,000 for any one *Accident*

Provided that

- i. liability is limited solely to the cost of reinstating data onto *Media*
 - ii. the Insurer shall not be liable for loss of or damage of data or to software
- c) In addition the Insurer will pay costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the Insured

The liability of the Insurer shall not exceed £50,000 for any one *Accident* in respect of such additional costs

3) Business Interruption

The Insurer shall be liable for loss as described under Section 2 - Business Interruption (provided that Section 2 - Business Interruption is operative) caused by an *Accident to Covered Equipment*

The liability of the Insurer in any one Period of Insurance shall not exceed £100,000 under this Extension

4) Public Authorities/Law or Ordinance

If an *Accident to Covered Equipment* damages Buildings and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the *Accident* that regulates the construction or repair of buildings or establishes zoning or land use requirements the Insurer shall be liable for the following additional costs to comply with such ordinance or law

- a) the Insured's actual expenditures for the cost to demolish and clear the site of undamaged parts
- b) the Insured's actual expenditures for increased costs to repair rebuild or construct the Buildings If the Buildings are repaired or rebuilt it must be intended for similar use or occupancy as the current Buildings unless otherwise required by zoning or land use ordinance or law
- c) loss as described in Section 2 – Business Interruption as a result of a) or b) above only if Section 2 – Business Interruption is operative

The Insurer shall not be liable for

- a) any fine
- b) any liability to a third party
- c) any increase in loss due to a hazardous substance other than as specifically insured under Extension 1
- d) increased construction costs until the Buildings are actually repaired or replaced

This Extension is within and does not increase the Sum Insured for such Buildings stated in Section 1 – Material Damage of the Schedule

5) Expediting Expenses

With respect to damaged *Covered Equipment* or *Computer Equipment by an Accident* the Insurer shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement subject to a maximum of £20,000 in respect of any one *Accident*

SECTION 3 – EQUIPMENT BREAKDOWN CONTINUED

6) Hire of Substitute Item

If *Covered Equipment* is damaged as a result of an *Accident* the Insurer shall be liable for the cost of hire charges actually incurred by the Insured during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item damaged subject to a maximum of £5,000 in respect of any one *Accident*

7) Loss of Contents of Oil Storage Tanks

The Insurer shall be liable for the loss of the contents of static oil storage tanks caused by

- a) escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an *Accident*
- b) contamination - contamination of the contents of oil storage tanks caused by or resulting from an *Accident* including cleaning costs incurred as a result of such loss

For the purposes of this Extension reference to oil storage tanks shall include all connected piping other than buried flexible or non-metallic piping

The liability of the Insurer under this Extension shall not exceed £10,000 any one *Accident* and in the aggregate any one Period of Insurance

8) Refrigerator Contents

The Insurer shall be liable for loss destruction or damage to frozen or chilled foodstuffs drugs or medicines owned by the Insured or for which the Insured is responsible in any frozen food cabinet deep freezer cold room cold store or refrigerator which is owned by the Insured or for which the Insured is responsible by or due to a change in temperature caused by an *Accident*

The Insurer shall not be liable for loss destruction or damage caused by

- a) the deliberate act of any electricity undertaking in terminating disconnecting restricting or withholding the public supply of electricity
- b) neglect or misuse
- c) wear tear deterioration of the cabinet or other gradually operating cause
- d) arising as a result of incorrect setting of thermostats or automatic controlling devices

This Extension is provided subject to an aggregate maximum of £15,000 any one Period of Insurance however the Insurer shall not be liable for the amount of the Excess or 20% of any loss whichever is the greater amount where the frozen food cabinet deep freezer cold room cold store or refrigerator is over 10 years old

9) Damage to Own Surrounding Property

The Insurer shall be liable for loss destruction or damage to property at the Premises belonging to or in the custody and control of the Insured and for which they are responsible directly resulting from the *Explosion* or *Collapse* of any *Covered Equipment* as a direct result of an *Accident* operating under steam pressure

The liability of the Insurer under this Extension shall not exceed £1,000,000 any one *Accident*

Basis of Settlement Clause

Subject to the following Special Conditions the basis upon which the amount payable in respect of *Covered Equipment* is to be calculated shall be the reinstatement of the *Covered Equipment* the subject of an *Accident*

For this purpose reinstatement means

- a) the replacement of *Covered Equipment* the subject of an *Accident* which provided the liability of the Insurer is not increased may be carried out
 - i. in any manner suitable to the requirements of the Insured
 - ii. upon another site
- b) the repair or restoration of *Covered Equipment* the subject of an *Accident*

in the case of a) or b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

SECTION 3 – EQUIPMENT BREAKDOWN CONTINUED

Special Conditions

- 1) The Insurer's liability for the repair or restoration of *Covered Equipment* the subject of an *Accident* shall not exceed the amount payable for replacement of the *Covered Equipment*
- 2) No payment beyond the amount which would have been payable in the absence of this clause shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
- 3) All the terms and conditions of the Policy shall apply in respect of any claim payable under this clause except insofar as they are varied hereby

Clause

Reinstatement of Losses

Unless written notice to the contrary is given by either the Insurer or the Insured the insurance by this Section shall not be reduced by the amount of any loss from the date of the loss destruction or damage to the date of expiry of the Period of Insurance

Conditions

1) Precautions

The Insured shall exercise due diligence in

- a) complying with any statute or order
- b) ensuring that insured items are properly maintained and used in accordance with manufacturers' recommendations and in taking reasonable precautions to prevent loss or damage

2) Back-up Records

The Insured shall maintain a minimum of two generations of *Verified back-up Computer Records* taken at intervals no less frequently than 48 hours (one copy as a minimum being held off-site) and take all reasonable precautions to store and maintain records in accordance with the manufacturers' recommendations

Exclusions

The following Exclusions are in addition to those in the Policy to which this Section forms part

- 1) The Insurer will not be liable for loss destruction or damage caused by or resulting from
 - a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
 - b) defect or programming error or programming limitation or computer virus or malicious code or loss of data (other than as specifically provided for under Extension 2) or loss of access or loss of use or loss of functionality or other condition within or involving data or *Media* of any kind
- 2) The Insurer will not be liable for loss destruction or damage caused by
 - a) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
 - b) any condition which can be corrected by re-setting calibrating re-aligning tightening adjusting or cleaning or by the performance of maintenancebut if insured Damage from an *Accident* results the Insurer shall be liable for that resulting loss or damage
- 3) The Insurer will not be liable for
 - a) loss destruction or damage recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of the Insured's obligations under the agreement
 - b) the Excess as stated in the Schedule

SECTION 4 – EMPLOYERS’ LIABILITY

This Section of the Policy is operative only if stated in the Schedule

In the event of Injury sustained by any Employee of the Insured caused during the Period of Insurance and arising out of and in the course of their employment by the Insured for the purposes of the Business within the *Territorial Limits* the Insurer will indemnify the Insured in respect of all sums for which the Insured become legally liable to pay as compensation and claimant’s costs and expenses in respect of such Injury

The Insurer will also pay Legal Costs and Solicitors’ Fees which are included within the Limit of Indemnity.

Limit of Indemnity

The liability of the Insurer under this Section for compensation and claimant’s costs and expenses (and Legal Costs and Solicitors’ Fees) in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

Section Definition

Territorial Limits

- a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- b) elsewhere in the world in respect of Injury sustained by any Employee resident within the territories specified in a) above and caused whilst such Employee is temporarily outside these territories provided that any action for compensation in respect of such Injury is brought in a court of law within the territories specified in a) above or any other member country of the European Union

Extensions to Section 4

1) Court Attendance Compensation

The Insurer will indemnify the Insured for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the Insured is entitled to indemnity under this Section and with the Insurer’s agreement up to a maximum of £250 per day per person

2) Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and at the Insured’s request any director or partner of the Insured or any Employee against Legal Costs incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Insurer will also pay prosecution costs awarded and the Legal Costs incurred with its written consent in appealing against any judgment given

Provided that this indemnity shall not apply to the payment of fines or penalties

3) Indemnity to Other Parties

If the Insured so requests, and the Insurer agrees, the Insurer will indemnify the following parties

- a) any officer or committee member or other member of the Insured’s canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party was individually named as the Insured in this Section
- c) any Principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
- ii. the Insurer’s liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

SECTION 4 – EMPLOYERS’ LIABILITY CONTINUED

4) Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any Employee or the personal representatives of any Employee in respect of Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment the Insurer will at the Insured’s request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Insurer

5) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

The Insurer will indemnify the Insured against Legal Costs incurred with the Insurer’s written consent in defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Insurer will also pay prosecution costs awarded and the Legal Costs incurred with its written consent in appealing against any judgment given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders

Exclusions

The indemnity granted under this Section shall not apply to

- 1) liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
- 2) liability in respect of Injury to any Employee who is working in or on any Offshore Installation or any support vessel for any Offshore Installation or whilst in transit to or from any Offshore Installation or support vessel

Conditions

1) Certificate of Employers’ Liability Insurance

If this Policy or Section is cancelled any Certificate of Employers’ Liability Insurance is similarly cancelled from the same date

2) Compulsory Insurance Legislation

The indemnity granted by 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 the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law

3) Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant’s costs and expenses Legal Costs and Solicitors’ Fees recoverable prior to the date of such payment

On payment the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

4) Other Insurances

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

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY

This Section of the Policy is operative only if stated in the Schedule

In the event of accidental

- a) Injury to any person
- b) physical loss of or physical damage to material property
- c) obstruction trespass nuisance or interference with any right of way light air or water
- d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

occurring during the Period of Insurance and arising out of ownership of the Premises or in the course of the Business within the *Territorial Limits* the Insurer will indemnify the Insured in respect of all sums which the Insured become legally liable to pay as compensation and claimant's costs and expenses

The Insurer will also pay Legal Costs and Solicitors' Fees which are included within the Limit of Indemnity

Limit of Indemnity

The liability of the Insurer under this Section for compensation in respect of

- a) one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- b) all Injury and damage occurring during any one Period of Insurance in respect of Products Supplied
- c) all Pollution or Contamination which is deemed to have occurred during any Period of Insurance

shall not exceed the Limit of Indemnity stated in the Schedule

Costs inclusive in USA and Canada

Where indemnity is provided by this Section for liability in respect of occurrences in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the Schedule shall be the maximum amount payable and due by the Insurer inclusive of all costs and expenses

Section Definition

Territorial Limits

- a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- b) elsewhere in the world other than the United States of America or Canada or their dependencies or trust territories in respect of temporary non-manual work undertaken by the Insured or any Employee ordinarily resident in a) above provided that any action for compensation is brought in a court of law within the territories specified in a) above or any other member country of the European Union
- c) and in respect Products Supplied anywhere in the world except for the United States of America or Canada or their dependencies or trust territories unless specifically agreed by the Insurer provided that the Products Supplied are supplied from or are worked upon in the territories specified in a) above

Extensions to Section 5

1) Consumer Protection and Food Safety Acts – Legal Defence Costs

The Insurer will indemnify the Insured and at the Insured's request any director partner or Employee of the Insured against Legal Costs incurred with the Insurer's prior written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a) Part 2 of the Consumer Protection Act 1987 or
- b) Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance Provided that this indemnity shall not apply to

- i. the payment of fines or penalties
- ii. proceedings or appeals in respect of any deliberate act or omission by the Insured
- iii. costs or expenses insured by any other policy

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

2) Court Attendance Compensation

The Insurer will indemnify the Insured for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the Insured is entitled to indemnity under this Section and with the Insurer's agreement up to a maximum of £250 per day per person

3) Cross Liabilities

Where the Insured comprises more than one party the Insurer shall treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension shall increase the liability of the Insurer beyond the amount for which the Insurer would have been liable had this Extension not applied

4) Data Protection Act

The Insurer will indemnify the Insured against liability at law incurred by the Insured under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in such Act) held by the Insured provided always that the Insurer shall not be liable for

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

5) Defective Premises Act

The Insurer will indemnify the Insured in respect of any legal liability incurred by the Insured during the Period of Insurance under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by the Insured Provided that the Insurer shall not be liable

- a) for the cost of remedying any defect or alleged defect in the premises disposed of
- b) if the Insured is entitled to indemnity from any other source

6) Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee against Legal Costs incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Insurer will also pay prosecution costs awarded and the Legal Costs incurred with its prior written consent in appealing against any judgment given

Provided that this indemnity shall not apply to the payment of fines or penalties

7) Indemnity to Other Parties

If the Insured so requests, and the Insurer agrees, the Insurer will indemnify the following parties

- a) any officer or committee member or other member of the Insured's canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party was individually named as the Insured in this Section
- c) any Principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured Provided that
 - i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
 - ii. the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

8) Motor Contingent Liability

The Insurer will indemnify the Insured against legal liability arising out of the use of any motor vehicle in the course of the Business anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that the Insurer shall not be liable for

- a) any vehicle owned or provided by the Insured or any Principal for whom the Insured is working or any sub-contractor acting for or on behalf of the Insured
- b) damage to such vehicle or to goods conveyed in or on it
- c) any vehicle being driven by the Insured
- d) any vehicle being driven by any person who to the knowledge of the Insured or of the Insured's representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- e) in respect of which the Insured is entitled to indemnity under any other insurance

9) Overseas Personal Liability

The Insurer will indemnify the Insured and if the Insured so request any director or partner of the Insured or any Employee Club committee member and Club steward or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity shall not apply to legal liability

- a) arising out of ownership or occupation of land and buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

10) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

The Insurer will indemnify the Insured against Legal Costs incurred with the Insurer's written consent In defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 Committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Insurer will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders

11) Car Park Liability

The Insurer will indemnify the Insured against legal liability arising from damage to the vehicles of visitors or guests whilst in the Insured's car park at the Premises provided always that

- a) the Insurer's liability in respect of any one occurrence or series of occurrences consequent upon or attributable to any one single event shall not exceed £10,000 nor £50,000 in the aggregate for the Period of Insurance
- b) a disclaimer notice to the effect that vehicles are left at owners' risk and that the Insured accept no liability for loss or damage to any vehicle or its contents is displayed in a prominent position in the car park

12) Cloakrooms

The Insurer will indemnify the Insured against legal liability arising from damage to property (excluding gold and silver articles jewellery watches and the like) belonging to members or guests caused by theft or accidental means whilst such property is deposited in the cloakrooms in the Premises

Provided that

- a) this Extension shall not insure against damage caused by or due to fire and/or explosion
- b) the liability of the Insurer shall not exceed £100 any one article and £1,000 any one incident
- c) the cloakroom shall be locked-up whenever it is left unattended when members' or guests' property is deposited therein
- d) the Insured shall issue numbered tickets to each member or guest in respect of property deposited in the cloakroom and shall prominently display in each cloakroom disclaimer notices to the effect that property is left at the owners' risk and that the Insured accept no liability for loss or damage to contents left therein

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

13) Personal Liability

This additional cover applies only if the Premises are the permanent place of residence of the Insured or resident Club Steward

The Insurer will indemnify the Insured in respect of legal liability incurred in a personal capacity by the Insured or their resident Club Steward or any of their family permanently residing in the Premises for Injury or damage to property occurring anywhere within the *Territorial Limits*

Provided that this Extension shall not apply to liability

- a) excluded under this Section
- b) arising from any profession or business
- c) arising out of the ownership or occupation of land or buildings other than the Premises
- d) arising out of injury to the Insured's or Club Steward's spouse or partner or any member of Insured's or Club Steward's family permanently residing with the Insured
- e) tree felling or lopping operations
- f) the ownership possession or use of any animal (other than cats dogs or horses)
- g) where indemnity is provided by any other insurance

14) Member to Member

If the Insured so request the Insurer will indemnify any member of the Insured whilst acting in such capacity regardless of whether the third party claimant is also a member of the Insured provided that

- a) neither such person is entitled to indemnity under any other policies
- b) each such person shall observe fulfil and be subject to the terms and conditions of this Policy in so far as they can apply

the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

15) Third Party Property Damage by sports balls

The Insurer will indemnify the Insured for loss or damage to third party property sustained as a result of impact by sports ball(s) and for which the Insured is held legally liable

The Insurer's liability under this Extension shall not exceed £500 any one loss and £1,000 in the aggregate in any one Period of Insurance

Exclusions

The indemnity granted under this Section shall not apply to

1) Advice and Design

Liability arising from advice design formula specification inspection certification or testing provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged

2) Damage to Goods Supplied

Liability in respect of

- a) damage to any goods or other property sold supplied delivered installed or erected by or on behalf of the Insured
- b) all costs of or arising from the need for making good removal repair rectification replacement or recall of any such goods or property or any defective work carried out by or on behalf of the Insured

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

3) Safety Critical Products and Exports to USA and Canada Liability in respect of

- a) any Products Supplied which to the knowledge of the Insured are to be used as a safety critical part in connection with aircraft hovercraft aerial or aero spatial devices watercraft drilling platforms or rigs motor vehicles railways railway locomotives or carriages operational areas of gas chemical nuclear petrochemical or power generation plants or mines
- b) any Products Supplied knowingly exported directly or indirectly to the United States of America or Canada or their dependencies or trust territories

4) Fines

Liability in respect of liquidated damages fines penalties exemplary punitive aggravated or multiplied damages

5) Injury to Employees

Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured

6) Mechanically Propelled Vehicles

Liability arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy

7) Pollution or Contamination

Liability arising

- a) out of Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance provided that all Pollution or Contamination arising out of one incident shall be deemed to have occurred at the time such incident takes place
- b) directly or indirectly by Pollution or Contamination occurring in the United States of America or Canada or their dependencies or trust territories

8) Property in the Charge or Control of the Insured

Liability in respect of loss or damage to any property belonging to or in the charge or control of the Insured other than

- a) personal effects or vehicles of any partner director or Employee of or visitor to the Insured
- b) premises (and their Contents) not belonging leased rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
- c) premises (including their fixtures and fittings) leased rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement
- d) personal effects or vehicles of any member or guest as covered under the terms of Extension 12. of this Section

9) Vessels or Craft

Liability arising out of ownership possession or use by or on behalf of the Insured of any vessel or craft designed to travel in on or through water air or space (other than hand-propelled watercraft)

10) Work on Offshore Installations

Liability in respect of Injury loss or damage in or on any Offshore Installation or any support vessel for any Offshore Installation or whilst in transit to or from any Offshore Installation or support vessel

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

11) Asbestos

Any liability of whatsoever nature arising out of the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos

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

- a) the Insurer's liability in respect of Injury loss or damage occurring during any one Period of Insurance shall not exceed £2,000,000 in the aggregate or the amount of the Limit of Indemnity for this Section as stated in the Schedule whichever is the lower
- b) such activity does not form part of the Insured's usual trade or Business or contract
- c) the discovery of asbestos by the Insured is unintentional and accidental
- d) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- e) an HSE licensed asbestos removal contractor who has Employers' Liability and Public and Products Liability insurances in force that
 - i. provide Limits of Indemnity no less than those stated in the Schedule and
 - ii. do not exclude the work to be carried outis contracted if legally required to make safe the area in which the discovery is made as soon as is practicable

12) Contractual Liability

Liability which attaches because of a contract or agreement but which would not have attached in the absence of such contract or agreement

13) Inflatable Devices

Liability arising out of the use or provision of bouncy castles or similar inflatable equipment

14) General Exclusions

Liability arising from

- a) sun beds or other tanning treatments using a light source
- b) electro-mechanical slimming treatments
- c) wrestling boxing martial arts or any other combatant sport
- d) dietary advice or instruction
- e) errors omissions or neglect in treatment (other than first aid) administered by or on behalf of the Insured
- f) any advice or instructions given by or on behalf of the Insured where due to the inexperience or lack of physical capabilities of the person so advised or instructed they could not have been expected to carry out such advice or instruction without incurring injury to themselves

15) Manual Work Away

Liability arising from manual work undertaken away from the Insured's Premises other than collection or delivery

16) Sporting Activities

Injury or damage caused by or arising from

- a) active participation in or training for
 - b) travelling to or from
 - c) the provision of any medical physical physiotherapy or sports injury treatment
- during
- i. any activities involving the sports of football rugby hockey lacrosse shinty or cricket
 - ii. club activities which involve armed or unarmed combat sports

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

- iii. any other event or fixture on behalf of the Insured being a sporting activity involving bodily contact between opposing players

17) Belligerent and Malicious Acts

Damage or Injury caused by any belligerent or malicious acts of the Insured or their Employees

18) Special Events

Liability in respect of Injury or damage arising from any of the following activities

- a) motorised events on land or water
- b) airborne activities
- c) potholing caving abseiling bungee or fly jumping or any other similar activity
- d) mechanical fairground rides
- e) circuses
- f) fun runs on public roads
- g) water based activities
- h) any activity involving weapons of any kind
- i) riding
- j) winter sports
- k) any event where more than 1,000 people are expected to attend
- l) any fund raising event outside the Territorial Limits

Conditions

1) Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant's costs and expenses Legal Costs and Solicitors' Fees recoverable prior to the date of such payment

On payment the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

2) Other Insurances

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

3) Heat Application Condition

It is a condition precedent to any liability of the Insurer that the following precautions are complied with in respect of any work involving the use or application of heat involving a naked flame open heat source angle grinder hot air stripper or the heating of bitumen or similar bituminous compounds anywhere other than at the Insured's Premises

- a) the area in the immediate vicinity of the application of heat must be cleared of any loose combustible materials before work commences
- b) other combustible materials including floors and walls must be covered by overlapping sheets of non-combustible material
- c) blow lamps and torches must be filled in the open and only kept lit for the time they are in use
- d) any sources of heat used must be continuously attended
- e) at least one suitable fire extinguisher must be kept in the area where the heat is being applied

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

- f) a thorough inspection for any signs of combustion within adjacent to behind and below the area being worked on must be undertaken after each separate application of heat and also 60 minutes after the completion of the period of work

4) Bona Fide Subcontractors Condition

It is a condition precedent to any liability of the Insurer in respect of injury loss destruction or damage arising out of work carried out on behalf of the Insured by bona fide subcontractors commencing during the Period of Insurance that the Insured obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the Insured the following insurance

- a) Employers' Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b) Public Liability insurance covering legal liability for Injury to any person other than described in a) above and loss destruction or damage to property with a limit of indemnity of not less than the Limit of Indemnity stated in the Schedule

This condition shall not apply where bona fide subcontractors are engaged to carry out work on behalf of the Insured in an emergency and there is insufficient time to obtain a written record from such subcontractor provided that the Insured shall obtain verbal confirmation and confirm such confirmation in writing and retain a copy as a written record

5) Gymnasium and Fitness Equipment

It is a condition precedent to the Insurer's liability that in connection with any gymnasium or fitness equipment the Insured ensure that

- a) such equipment is installed maintained and used in accordance with the instructions and guidelines of the manufacturer and is inspected prior to use by a responsible person and any defects remedied
- b) records of the maintenance and servicing of such equipment are kept in a readily accessible and clear form
- c) any instructor trainer leader or advisor is appropriately qualified as such and has at least one year's experience
- d) each user of the equipment has received appropriate instruction in the use of the equipment and records of this instruction are kept in a readily accessible and clear form

6) Play Equipment

It is a condition precedent to the Insurer's liability that all children's play equipment at the Insured's Premises is

- a) erected in accordance with the manufacturer's instructions on a safe and soft surface
- b) inspected daily and maintained at all times in a safe condition
- c) maintained in accordance with the manufacturer's instructions and records of such maintenance are kept and
- d) notices are displayed stating the minimum and maximum ages of children allowed to use the equipment in accordance with the manufacturer's instructions and that the children must be supervised by parents or persons authorised by their parents to do so

7) Swimming Pools

It is a condition precedent to the Insurer's liability that in connection with any swimming pool the Insured ensures that

- a) no diving is allowed and notices to this effect and stating the depth of the pool at different points are prominently displayed adjacent to the pool
- b) the pool is kept clean and adequately chlorinated at all times and is subject to at least an annual inspection and maintenance contract by a qualified person
- c) appropriate resuscitation equipment is available at all times
- d) when the pool is being used by children under 14 years' of age all activities are supervised by at least one responsible person of at least 18 years of age

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

8) Sauna Steam and Turkish Baths

It is a condition precedent to the Insurer's liability that in connection with any sauna steam or Turkish baths the Insured ensure that

- a) all areas subject to wet or damp conditions have non-slip floor surfaces
- b) all persons entering where the temperature is significantly below or above normal temperatures have been given full instructions as to the use of the facilities and are able to control temperatures or leave the abnormal temperature environment whenever they wish
- c) the facilities are supervised by a responsible and fully trained person of at least 21 years of age whenever in use

9) Bonfire and Firework Displays

It is a condition precedent to the Insurer's liability that in connection with any bonfires and/or firework displays the Insured ensure that

- a) Category 4 fireworks are only used where a qualified pyrotechnic technician co-ordinates the display and such co-ordinator holds valid Public Liability insurance in respect of such activity
- b) spectators are kept at least 25 metres from the bonfire and fireworks and behind a rope or other barrier
- c) fireworks are kept in a closed metal box when not being used
- d) fireworks are stored and lit a safe distance from the bonfire
- e) the Fire Brigade and Police are notified prior to any event and any advice given by them must be fully complied with
- f) first aid facilities are provided for the duration of any display

10) Checks on Hirers Insurance

It is a condition precedent to the Insurer's liability that the Insured check annually and retain a written record that hirers and users of the Premises have in force Public Liability insurance covering legal liability for injury to any person and loss destruction or damage to property with a Limit of Indemnity of not less than the limit stated on the Schedule

This Condition shall not apply to the hire of the Premises to private individuals for non-commercial functions such as weddings and birthday parties and the like

SECTION 6 – MANAGEMENT PROTECTOR

Sub-Section A – Personal Accident and Sub-Section B- Employee Dishonesty

These Sub-Sections are only operative if shown in the Schedule

Insuring Agreement

Subject to the terms exclusions and conditions of the respective Sub-Sections and the General Conditions and General Exclusions to the Policy

Sub – Section A – Personal Accident

This Sub-Section is operative only if stated in the Schedule

If an *Eligible Person* sustains accidental bodily injury whilst on the Premises or whilst in the course of the Business within the *Geographical Limits* during the Period of Insurance which within two years solely and independently of any other cause results in death or disablement, the Insurer will pay the Insured the percentage amount appropriate of the *Benefit* as follows

Schedule of Benefits

Loss of:	% of Benefit Sum Insured:
Life	100%
Both Hands or Both Feet	100%
Either Hand or Foot and Sight of One Eye	100%
One Hand and One Foot	100%
Sight of Both Eyes	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Thumb and Index Finger of Same Hand	25%

If more than one *Loss* results from any one accidental bodily injury, only one amount, the largest, will be paid

The maximum amount the Insurer will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the Insurer in the Insured's name in respect of all *Eligible Persons* suffering bodily injury in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance is the Benefit Limit as shown in the Schedule or £50,000 whichever is the lesser amount. If a claim exceeds this amount, the Insurer will pay an amount which is proportionately reduced until the total does not exceed the Benefit Limit as shown in the Schedule or £50,000

Personal Accident – Definitions

- 1) *Benefit* means the limit of indemnity shown in the Schedule of Benefits in this Sub-Section
- 2) *Eligible Person* means the Insured or any permanent employees under a contract of service or apprenticeship with the Insured and ordinarily resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands or any Insured Person noted in the schedule
- 3) *Geographical Limits* means
 - a) Great Britain Northern Ireland the Isle of Man or the Channel Islands or
 - b) Europe or
 - c) anywhere in the world
- 4) *Loss* with regard to:
 - i. hand or foot means actual severance through or above the wrist or ankle joints respectively
 - ii. eye means entire and irrevocable loss of sight
 - iii. thumb and index finger means actual severance through or above the joint that meets the hand at the palm

SECTION 6 - MANAGEMENT PROTECTOR CONTINUED

Personal Accident - General Conditions

- 1) Acceptance of Benefit – If the Insurer has paid a claim under the Additional Cover Personal Accident (Assault) of Section 1 – Material Damage and the Insured has accepted payment then the Insurer will not have to make any further payments for the same claim
- 2) Claims Evidence – The Insured must provide at their own expense any evidence in support of a *Loss*. An *Eligible Person* must undergo as many medical examinations in connection with any claim as the Insurer may require at its own expense
- 3) Disappearance – If an *Eligible Person* disappears and after a suitable period of time it is reasonable to believe that he/she has died as a result of accidental bodily injury the benefit will be paid provided that the Insured signs an agreement that if it is later found to be wrong, any amount paid will be refunded to the Insurer
- 4) Exposure – Death or dismemberment resulting from exposure to the elements will be considered to have been caused by accidental bodily injury.

Personal Accident - Exclusions

This Personal Accident Cover does not include any loss caused by or arising directly or indirectly from:

- 1) intentional self-injury, suicide or attempted suicide, sexually transmitted conditions mental or nervous disorder anxiety stress or depression AIDS or HIV infection
- 2) serving in any branch of the Military or Armed Forces
- 3) being under the influence of drugs, alcohol or other intoxicants
- 4) participation in any crime, riot or civil commotion
- 5) flying as a pilot or member of aircrew
- 6) flying as a passenger in any aircraft that is not a multi-engine fixed wing aircraft licensed by a Civil Aviation Authority which flies according to a published service frequency and timetable showing departure days and departure and arrival times
- 7) the dispersal release or application of pathogenic or poisonous biological or chemical materials
- 8) self-exposure to needless peril (except in an attempt to save human life)
- 9) participation in winter sports skydiving / parachuting hang gliding bungee jumping scuba diving mountain climbing where ropes or guides are customarily used) riding or driving in races or rallies using a motorised vehicle or bicycle caving or pot-holing hunting or equestrian activities skin diving or other underwater activity, rafting or canoeing involving white water rapids yachting or boating outside coastal waters (2 miles) participation in any sport which provides the individual's major source of income any sporting activity not authorised or regulated by the school
- 10) sickness or disease (not resulting from accidental bodily injury), any naturally occurring condition or degenerative process, any gradually operating cause or any physical or medical condition which existed in the 24 months prior to inception of cover
- 11) any medical or surgical treatment except as may be necessary solely as a result of injury
- 12) any injury which shall result in hernia
- 13) any person after the expiry of the Period of Insurance during which that person reaches age 75 years
- 14) due to contributed to or accelerated by insanity

SECTION 6 - MANAGEMENT PROTECTOR CONTINUED

Sub-Section B - Employee Dishonesty Cover

This Sub-Section is operative only if stated in the Schedule

The Insurer shall indemnify the Insured for its direct financial *Loss* which occurs during the Period of Insurance as a direct result of one act of theft committed during the Period of Insurance by any identified *Employee* who is paid wholly or mainly by salary or wages (acting alone or in collusion with others) with the principal intent to cause the Insured to sustain a loss and to obtain financial benefit for such *Employee* (other than salaries commissions fees bonuses promotions awards profit sharing pensions or other employee benefits earned in the normal course of employment) which is *First Discovered* by the Insured during the Period of Insurance and within 72 hours of the theft occurring

The Liability of the Insurer shall be restricted to the limit stated in the Schedule for any one *Loss*

Employee Dishonesty – Definitions

Employee(s) for the purposes of this Cover shall mean permanent employee(s) under a contract of service or apprenticeship with the Insured and the General Definition of Employee shall not apply in this Cover

First Discovered means the time the Insured first became aware of or had reasonable cause to suspect an act of theft or a *Loss*

Loss for the purpose of this Cover means direct financial loss (other than salary or other remuneration) of Money, Non-Negotiable Money or property insured under Sections 1 and 2 of this Policy and used in connection with the Business owned by the Insured or in the care custody or control of the Insured and for which the Insured is liable in connection with any one act of theft by an *Employee* provided that the Insured can establish and provide proof of the date of the incident and such incident is *First Discovered* by the Insured within 72 hours of its occurrence. Loss shall include costs fees or other expenses incurred in establishing the existence or amount of any Loss

Knowledge means become aware of or reasonably suspect

Transaction means a formal act to change control of the insured from that which existed at the inception of the Policy

Employee Dishonesty – General Conditions

- 1) Cancellation as to any Employee – This Cover shall be deemed cancelled in respect of any *Employee* immediately upon discovery by the Insured, or by any director partner principal or officer thereof not in collusion with such *Employee* of any act of theft on the part of such *Employee* and further theft acts committed by such *Employee* are excluded
- 2) Recoveries – Under this Cover recoveries, less the actual cost of recovery, made after *Loss* will be distributed as follows; first, the Insured shall be reimbursed for *Loss* exceeding the Limit of Liability or settlement (whichever is less) and the Excess amount (if applicable); second, the Insurer shall be reimbursed for the settlement made; third, the Insured shall be reimbursed for *Loss* equal to the retention amount
- 3) Management Controls – It is a condition precedent to the liability of the Insurer under this Employee Dishonesty Cover that the Insured shall at all times comply with the following Conditions, evidence of which must be available at the time of claim
 - i. The statutory accounts are independently audited
 - ii. Stock is independently and physically checked, (at least once every six months), by an *Employee* not responsible for daily stock handling or ordering
 - iii. Cheque requisition/payment instructions and payment authorisation are segregated functions undertaken by separate *Employees*
 - iv. The ordering certification of receipt, and verification of supporting documentation before cheque or payment instructions are authorised for goods or services are performed by different *Employees* acting independently
 - v. Cash in hand and petty cash shall be checked independently of *Employees* responsible at least monthly
 - vi. Monthly reconciliation is performed on all bank accounts and debtors accounts independently of *Employees* in a position to receive payment of an account
 - viii. Written references are obtained and checked for all new *Employees* (except school-leavers) covering at least the preceding 2 years of continuous employment, where the *Employee* is to be responsible for Money and Non-Negotiable Money securities stock or accounts

SECTION 6 - MANAGEMENT PROTECTOR CONTINUED

- 4) Change in Control of Insured – If during the Period of Insurance a *Transaction* takes place then the cover provided under this Employee Dishonesty Cover is amended to apply only to acts committed which give rise to a loss occurring prior to the effective date of the *Transaction*. The Insured shall give the Insurer written notice of the *Transaction* as soon as practicable but not later than 30 days after the effective date of the *Transaction*

Employee Dishonesty – Exclusions

The Insurer shall not be liable under this Employee Dishonesty Cover for

- 1) any theft discovered more than 72 hours after the established date of occurrence of the theft
- 2) any theft that results from the complete or partial non-payment or default under any credit arrangement loan lease or rental agreement invoice or payments made or withdrawals from any customer's account involving items which are not finally paid for any reason
- 3) any theft caused by any *Employee* from and after the time that the Insured or any director or officer thereof shall have *Knowledge* or information that such *Employee* has committed any dishonest or fraudulent act whether such act be committed before or after the date of employment by the Insured
- 4) any theft where the proof of such theft is dependent solely upon a profit and loss computation or comparison of inventory records with an actual physical count
- 5) any theft which arises out of the voluntary giving or surrendering of property in exchange or purchase unless such *Loss* is caused by an *Employee* or by forgery counterfeiting or fraud by any other person whether or not in collusion with an *Employee*
- 6) indirect or consequential loss of any nature
- 7) any costs fees and other expenses incurred by the Insured in establishing the existence of or amount of *Loss*
- 8) any costs of defending any legal proceeding brought against the Insured
- 9) any theft caused by any broker factor, commission consignee contractor or any other agent or representative of the same general character
- 10) any loss of and/or damage to proprietary information trade secrets confidential processing methods or other confidential information of any kind
- 11) any theft that the Insured *First Discovered* prior to or subsequent to the Period of Insurance
- 12) any theft arising from any act or any series of related acts committed outside the Territorial Limits
- 13) any theft in connection with any *Loss* committed by any *Employee* who at the time of committing the fraudulent or dishonest act owns or controls more than 5% of the issued share capital of the Insured

GENERAL CLAIMS CONDITIONS

1) Action by the Insured

On the happening of any event or circumstance which could give rise to a claim by the Insured under the Policy or on receiving verbal or written notice of any claim the Insured shall

- a) as soon as reasonably possible give notice to the Insurer
- b) immediately notify the Police in respect of any Damage caused by thieves or malicious persons or in respect of theft by employees where covered and obtain a Crime Reference Number which must be advised to the Insurer as soon as reasonably possible
- c) immediately forward to the Insurer any writ or summons issued against the Insured by a third party
- d) take action to minimise the loss destruction or damage and to avoid interruption or interference with the Business and to prevent further loss destruction damage or injury
- e) at their own expense supply full details of the claim in writing to the Insurer together with any evidence and information that may be reasonably required by the Insurer for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it within
 - i. 7 days of Damage caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons
 - ii. 30 days of expiry of the Indemnity Period in respect of business Interruption claims
 - iii. 30 days of the event or circumstance in the case of any other claim or of a request from the Insurer

No theft or attempted theft claim under this Policy shall be considered unless notified to the Police in accordance with 1b) above and a Crime Reference Number obtained

No settlement admission of liability payment or promise of payment shall be made to a third party without the prior written consent of the Insurer

No claim under the Policy shall be payable unless the terms of this Condition have been complied with

2) Rights of the Insurer

The Insurer shall

- a) be entitled at any stage to take over the defence or settlement of any claim made upon the Insured by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the Policy and at no cost to the Insurer the Insured shall give all assistance as may be reasonably required by the Insurer
- b) have the right to enter the Premises where the Damage has occurred and to keep possession of any Property insured without thereby incurring any liability or diminishing any of the Insurer's rights under the Policy and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any Property to the Insurer
- c) at its option indemnify the Insured by payment reinstatement replacement or repair in respect of any Property lost or damaged or part thereof. If the Insurer elects to reinstate or replace any Property they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon

GENERAL CLAIMS CONDITIONS CONTINUED

4) Contribution in respect of Sections 1, 2 and 3 (not applicable to Personal Accident (Assault))

If in the event of Damage or liability under the Policy there shall be in force any other insurance effected by or on behalf of the Insured providing cover against such a claim

- a) the liability of the Insurer shall be limited to its rateable proportion of such a claim
- b) but which is subject to any provision excluding it from ranking concurrently with the Policy either in whole or in part or from contributing rateably to the claim then the liability of the Insurer shall be limited to such proportion of the claim as the Sum Insured bears to the value of the Property

5) Arbitration

If any difference shall arise as to the amounts to be paid under the Policy such difference may at the Insurer's option be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions.

Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer

Any other difference shall be subject to the exclusive jurisdiction of the courts of England and Wales

6) Claims Co-operation

The Insured will provide all help and assistance and co-operation required by the Insurer in connection with any claim

USEFUL INFORMATION

How to Make a Claim

Please telephone the dedicated claims line 01274 518383.

For emergency out of hours major loss notifications please telephone 0345 0737187 .

Please do not use this number for general claims notifications or queries which should be to 01274 518383.

How to Complain

It is always the intention to provide you with a quality service. If you think we have let you down, any enquiry or complaint should be addressed to Nationwide Broker Services Ltd in the first instance.

Nationwide Broker Services Ltd, 2 Aire Valley Business Park, Wagon Lane, Bingley, BD16 1WA

Telephone: 01274 518383

Fax: 01274 510432

E- mail: info@nationwidebroker.co.uk

If after making a complaint you are still not satisfied you may be entitled to refer the dispute to:

Financial Ombudsman Service (FOS)

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone: 08450 801 800 Fax: 02079641001

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Should your complaint relate to the terms and conditions of the policy cover your first step is to contact your insurer

ArgoGlobal SE

C/o Argo Direct Limited

Exchange Court

33 St Marys Axe

London

EC3A 8AA

Telephone: 02077127600

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Website: www.financial-ombudsman.org.uk

If you take any of the action mentioned above, it will not affect your right to take legal action.

Financial Services Compensation Scheme

ArgoGlobal SE is 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. Further information about compensation is available from the FSCS at www.fscs.org.uk or alternatively you can telephone them on 0800 678 1100 or 0207 741 4100.



Nationwide Broker Services Limited

2 Aire Valley Business Park Wagon Lane Bingley West Yorkshire BD16 1WA

Registered in England: 03317097

Registered Office: 2 Aire Valley Business Park Wagon Lane Bingley West Yorkshire BD16 1W

Authorised and Regulated by the Financial Conduct Authority

Telephone: 01274 518383

Fax: 01274 510432

www.nationwidebroker.co.uk