



PREMIER COMMERCIAL COMBINED POLICY WORDING

POLICY INDEX

	<u>Page No</u>
Policy Guide	2
Policy Definitions	7
Section A: Liabilities	12
Section B: Material Damage Specified Perils	20
Section C: Glass	28
Section D: Business Interruption	29
Section E: All Risks (including Cover Away from Insured's Premises)	36
Section F: Loss of Money & Personal Assault Extension	37
Section G: Goods in Transit	40
Section H: Stock Deterioration Following Refrigeration Breakdown	42
Section I: Book Debts	43
Section J: Loss of Premises Licence	44
Section K: Computers & Electrical Office Equipment	46
General Conditions: Applicable to Sections B - K only	50
General Conditions: Applicable to all sections	52
Exclusions: Applicable to Sections B - K	57
General Exclusions	58
Complaints	60

POLICY GUIDE

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

In particular make sure that

- All the details shown in the Schedule are correct (let your Insurance Broker know immediately if any changes are necessary)
- You have read the conditions relating to those Sections covered including the General Conditions and Exclusions
- You understand the notes on how to make a claim as stated in General Conditions (Applicable to all sections) number 4 & your duties in respect of Ministry of Justice Portal Claims as outlined in this guide below
- You understand the notes and how to make a complaint as stated in the Complaints Section

If you have any queries about the Policy do not understand any part of it or feel that it does not meet your requirements please consult your Insurance Broker

Important

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

For example in respect of Section A any material alterations such as changes in your business/trade that affects the information you have disclosed to us

Whereas in respect of Sections B - K inclusive examples may include if you move Property or if the Property is to be unoccupied or if anything happens to change the use the nature or the value of the Property insured. Remember that these insurances are subject to average which means that if you are or become underinsured you may only be paid a proportion of any claim that you might make

In the event of a general enquiry or query relating to your Policy you the Insured should in the first instance contact the insurance broker who arranged this insurance or the Underwriters at the address below:

Trilogy Managing General Agents Limited.
71 Fenchurch Street
London
EC3M 4BS

In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the following

Woodgate & Clark Claims Management Limited.
The Red House
West Malling
Kent
ME19 6QT

Tel: 01732 848077

Email: new.claims@woodgate-clark.co.uk

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

For claims arising in England and Wales on or after the 31st July 2013 new processes apply for most low value Employers Liability and Public Liability claims whereby the claims will be handled through a web based portal on behalf of the Ministry of Justice

Insureds are required to advise the enquiring claimant and/or claimant's representatives of the identity of their Employers Liability Insurers or Public Liability Insurers who are on risk for the date of incident/accident

In addition there is a very strict and tight time constraint if an Insured receives a Claim Notification Form (CNF) direct from the claimant's representatives. The requirement is that an acknowledgement (which must be by email) is immediately sent to the claimant or claimant's representatives by the next working day after receipt of the CNF. The acknowledgement must also confirm that the CNF has been passed to Woodgate & Clark (Underwriters' third party administrators)

It is anticipated claimant and/or claimant's representatives may be able to identify Woodgate & Clark as the relevant Claims Administrators under the Portal Scheme and if this is the case they will send an electronic Claim Notification Form to Woodgate & Clark Portal Account when Woodgate & Clark will acknowledge the CNF and commence the process immediately

However the claimant and/or claimant's representatives are still required to send a "Defendant Only Claims Notification Form" to you for information purposes only. If the Notification is marked "Defendant Only CNF" you do not need to take any action other than to prepare all available documentation on the accident for Woodgate & Clark or any other nominated adjuster

Once a claim has been acknowledged Woodgate & Clark will only have a limited number of days to investigate and determine whether liability should be accepted or denied. It is therefore vital that full co-operation and assistance is provided to Woodgate & Clark so that they can complete their investigation within the very tight time constraints. Furthermore in the event that acceptance of the claim is made through the Portal then loss of earnings details must be provided within 20 days on Employers' Liability claims. It is therefore vital that when applicable loss of earnings details are provided as soon as it has been agreed to make a settlement offer to the Claimant

Please note your failure to report a claim or potential claim immediately or to provide our appointed claims administrators Woodgate & Clark with full cooperation in the claims investigation process and provision of all requested documents within the timeframe specified by them could result in the support from this policy being withdrawn

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

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

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

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

1. assess financial and insurance risks
2. recover debt
3. prevent and detect crime
4. develop services and systems

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

5. where we have your permission or
6. where we are required or permitted to do so by Law or
7. to other companies who provide a service to us or you or
8. where we may transfer rights and obligations under this agreement

Sensitive Information

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

Credit Reference Agencies

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

ELTO Notice

Employers' Liability Tracing Office - Notice to Policyholders

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

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

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

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

1. to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment and
2. to identify the relevant employers' liability insurance policies

The Database will be managed by the ELTO

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

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

Fraud Prevention Agencies

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

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

1. checking applications for and managing credit and other facilities and recovering debt
2. checking insurance proposals and claims
3. checking details of job applicants and Employees

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

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

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

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

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

Provided always that this Policy insures only such Sections and Sum Insured items as are so specified in the Schedule as operative

~~~~~

## **POLICY DEFINITIONS**

Certain words in the Policy shall have specific meanings which are defined below and (other than as a heading) the words defined carry the same meaning whenever they appear in the Policy unless varied by a Definition in a particular Section

Certain additional words are also defined at the beginning of the individual Sections in which they are used and to which they have a particular relevance

### **1. Airside**

That part of an aerodrome or airport provided for the take-off and landing of aircraft or the movement of aircraft on the surface aircraft parking aprons including associated surface roads and ground equipment parking areas

### **2. Ancillary Computer Equipment**

Being all equipment for use with the Computer Equipment comprising air conditioning and cooling equipment generating equipment voltage regulating equipment satellite and telecommunication links computerised telephone exchanges electronic access equipment and temperature and humidity recording equipment

### **3. Buildings**

The fixed permanent structure(s) being constructed mainly of brick stone concrete or steel framed with roof consisting of slates tiles metal concrete asphalt and/or sheets or slabs composed entirely of incombustible mineral ingredients (i.e. standard construction) at the Premises including fixtures and fittings foundations yards car parks paths roads hoardings walls gates and fences around and pertaining to the Premises telephone gas water and electricity meters pipes cables including such Property for which the Insured are responsible but which is underground and/or in adjoining yards or roadways and which partly or wholly serves to supply the Premises

### **4. Business**

The description shown in the Schedule and

- (a) The ownership repair and maintenance of the Insured's own Property
- (b) The provision and management of canteen and welfare activities for the benefit of the Insured or Employees
- (c) The provision and management of first aid fire security and ambulance services

### **5. Computer and Electronic Equipment**

All computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment data processing equipment information repository telecommunication equipment and equipment capable of processing data and/or similar devices whether physically or remotely connected thereto

### **6. Damages**

Compensation by pecuniary recompense provided by the operation of legal liability to indemnify the consequences of an actionable wrong to another person or legal entity and shall not include exemplary punitive or aggravated awards

### **7. Debris Removal**

The costs and expenses necessarily incurred by the Injured with the consent of Insurers in removing debris of the portion or portions of the Buildings Machinery and Plant Contents and Stock insured destroyed or damaged by any peril hereby insured against

### **8. Defence Costs**

Fees and expenses reasonably and necessarily incurred by the Insured including claimant's costs and expenses with the Insurers' written consent in respect of legal costs disbursements investigative and related expenses as a result of any matter falling for indemnity under any of the applicable Sections of this Insurance involving

- (a) Defending any proceedings relating to a claim
- (b) Conducting any proceedings for indemnity contribution or recovery relating to any claim

- (c) Investigating assessing negotiating or compromising any claim or circumstance that might give rise to a claim
- (d) Investigating assessing or acting in connection with any investigation enquiry PACE interview or inquest arising from any circumstance that might give rise to a claim

Defence Costs do not include any internal or overhead expenses of the Insured/Insured's Employees or the cost of their time

## **9. Employee**

- (a) Any person under a contract of service or apprenticeship with the Insured
- (b) Any labour master or labour only sub-contractor or person supplied by any of them
- (c) Any self-employed person providing labour only
- (d) Any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
- (e) Any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme

## **10. Excess**

Shall be the amount stated in the Schedule which shall be payable by the Insured for each Event in respect of

- (i) Loss or Damage in respect of Sections B to K
- (ii) all Damages costs Defence Costs other than the Insurers own salary and other internal costs in respect of Section A

before the Insurer shall be liable to make any payment under this Policy

Event shall mean any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause

## **10. Foreign Judgement**

Any judgement order or award by a Court of Tribunal in any jurisdiction other than England & Wales Scotland Northern Ireland the Isle of Man or the Channel Islands

## **11. Injury**

Bodily injury death illness disease

## **12. Insured**

The person(s) or corporate body named in the Schedule and includes

- (a) Any subsidiary company which is named in the Schedule operating in or from Premises in the United Kingdom the Isle of Man or the Channel Islands
- (b) At the written request of the Insured
  - (i) Any director or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this insurance if the claim against any such person had been made against the Insured
  - (ii) Any office member or Employee of the Insureds welfare organisation or fire first aid or ambulance service in his respective capacity as such
- (c) In the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured provided that such person shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this insurance as far as they can apply

## **13. Insurers**

The Insurers specified in the Schedule

## **15. Limit of Indemnity**

The Insurers' maximum liability for Damages as specified in the Schedule and/or Policy

## **16. Loss or Damage**

Tangible loss destruction or damage



## 17. Machinery Plant and Contents

Machinery Plant fixtures fittings and other trade equipment (excluding Computer and Electronic Equipment and Ancillary Computer Equipment)

Patterns models moulds plans and designs

Documents manuscripts and business books but only for the value of the materials together with the cost of clerical labour and computer time expended in writing up and not for the value to the Insured of the information contained therein

directors Employees visitors and customers tools instruments and other Personal Possessions

## 18. Machinery Plant and Contents in Trust

Machinery Plant and other trade equipment (excluding Computer and Electronic Equipment and Ancillary Computer Equipment) held in trust or leased for which the Insured is responsible

## 19. Money

Cash bank notes cheques money orders postal orders current postage stamps credit card sales vouchers embossed stamps holiday stamps VAT purchase invoices bankers drafts national giro drafts franking machine units luncheon vouchers gift tokens and telephone cards all pertaining to the Business and belonging to or the responsibility of the Insured

## 20. Non Standard Construction

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

## 21. Outbuildings

A structure that is separate from but ancillary to the main Building(s)

## 22. Offshore

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

## 23. Peril(s)

As defined 1 to 14 under Section B of the Policy and/or any other peril agreed by Insurers

## 24. Period of Insurance

The period specified in the Schedule and/or any other periods agreed by Insurers

## 25. Personal Possessions

Clothing baggage sports equipment and other items normally worn or carried about the person but not including portable electrical equipment jewellery pedal cycles car keys car alarm controls or vehicle accessories

## 26. Policy

This Policy consists of the following key components

- (a) the **Policy Guide** which outlines and highlights key elements under which this insurance coverage is based along with certain key statutory and regulatory frameworks which govern this policy
- (b) the **Definitions** which incorporate specific definitions and meanings which apply to the whole Policy
- (c) the **Sections** of the Policy which give details of the scope of cover provided
- (d) the **Conditions** explain the specific duties of the insured which are the basis upon which the Insurer has accepted this risk
- (e) the **Exclusions** which restrict the cover provided within the Sections
- (f) the **Extensions** which extend the cover provided within the Sections
- (g) the **Complaints** which provides important information about how to complain regarding this insurance Policy
- (h) the **Schedule** which is annexed to the Policy and identifies who is Insured and the Business operations declared as requiring coverage and other particulars such as the Period of Insurance the operative Sections Sums Insured Limits of Indemnity and applicable Exclusions and Endorsements and certain Excesses for which the Insured remains responsible

- (i) the **Endorsement(s)** which might apply from inception of the Policy or be applied during currency of the policy

Headings are intended as a simplified summary guide for quick reference only and do not form part of the Policy wording and shall not affect the construction thereof

### **27. Pollution**

Pollution or contamination of the atmosphere or of any water land or other tangible Property

### **28. Portable Computer Equipment**

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

### **29. Portable Equipment**

Equipment (excluding Portable Computer Equipment) designed to be carried by hand but excluding any such equipment used solely at the Premises

### **30. Premises**

The Buildings and land used for the Business referred to in the Schedule and its/their surroundings occupied by the Insured in connection with the Business at the declared locations

### **31. Product**

Property which has left the custody or control of the Insured which has been designed specified formulated manufactured constructed installed sold supplied distributed hired treated serviced altered or repaired by or on behalf of the Insured including instructions packaging and labelling

### **32. Property**

Tangible Property

### **33. Rent**

Rent payable and/or receivable in respect of the Premises. Cover will only apply if all or any part of the Premises is unfit for occupation and then the amount payable will not exceed the amount due in respect of the period necessary for reinstatement

### **34. Schedule**

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

### **35. Statement of Fact**

The disclosed Statement of Fact and any additional information supplied to the Insurers by or on behalf of the Insured which form the basis of the contract of insurance embodied in this Policy

### **36. Stock**

Stock and Materials in trade including work in progress the Property of the Insured or held in trust or on commission for which the Insured is held responsible excluding Property otherwise described in other items insured separately under this Policy

### **37. Sum Insured**

The monetary limit specified in the Schedule and/or Policy which Insurers will pay

### **38. Tenants Improvements**

All tenants improvements alterations and decorations belonging to the Insured or for which they are responsible

### **39. Territorial Limits**

United Kingdom the Isle of Man and the Channel Islands

### **40. Terrorism**

Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives

**41. Underwriters**

Shall mean Trilogy Managing General Agents Ltd authorised to operate as Underwriters under a binding authority contract for and on behalf of Insurers

**42. Unoccupied**

Any period of time during which the Insured and/or tenant of the Insured are not inhabiting and/or trading from the Premises other than outside of business hours or holiday periods

~~~~~

SECTION A: LIABILITIES

SUB-SECTION 1 - EMPLOYERS' LIABILITY

To indemnify the Insured for all sums which the Insured becomes legally liable to pay as Damages and Defence Costs in respect of accidental Injury sustained by an Employee arising out of and in the course of his/her employment or engagement with the Insured in connection with the Business and caused during the Period of Insurance

LIMIT OF INDEMNITY

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

EMPLOYERS LIABILITY COMPULSORY CLAUSE

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

GEOGRAPHICAL LIMITS

The indemnity provided by this Section shall only apply to Injury sustained

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

CHOICE OF LAW CLAUSE (applying to Section A Sub-Section 1 only)

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

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

EXCLUSIONS TO Section A SUB-SECTION 1

This Section does not provide any indemnity in respect of

- 1. Motor Liability**
Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 - 2000 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation and/or subsequent similar legislation
- 2. Repatriation Costs**
Repatriation costs and expenses incurred by the Insured and/or any Employee of the Insured who is injured outside the United Kingdom the Isle of Man or the Channel Islands
- 3. Asbestos**
Liability for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal transportation sale or use of asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss other than the statutory limit in respect of accidental discovery of such materials
- 4. Terrorism - above statutory limits**
Any amounts payable in excess of £5,000,000 in respect of any one event arising directly or indirectly out of Terrorism

SUB-SECTION 2 - PUBLIC LIABILITY

To indemnify the Insured for all sums which the Insured becomes legally liable to pay as Damages and Defence Costs in respect of accidental

1. Injury to any person
2. Loss of or Damage to Property

in connection with the Business and occurring during the Period of Insurance

LIMIT OF INDEMNITY

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

Defence Costs are payable in addition to the Limit of Indemnity stated in the Schedule

GEOGRAPHICAL LIMITS

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

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

EXCLUSION TO SUB-SECTION 2

Sub-Section 2 does not provide indemnity in respect of

1. **Product liability**
Liability arising out of any Product

SUB-SECTION 3 - PRODUCT LIABILITY

To indemnify the Insured for all sums which the Insured becomes legally liable to pay as Damages and Defence Costs in respect of accidental

1. Injury to any person
2. Loss of or Damage to Property

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

LIMIT OF INDEMNITY

Insurers' liability to pay Damages shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate for all occurrences during the Period of Insurance

Defence Costs are payable in addition to the Limit of Indemnity stated in the Schedule

GEOGRAPHICAL LIMITS

The indemnity provided by this Section shall only apply to Injury or Loss of or Damage to Property occurring anywhere in the world other than within the United States of America or Canada or their territories or possessions

EXCLUSIONS TO SUB-SECTION 3

Sub-Section 3 does not provide indemnity in respect of liability

1. for Loss or Damage to any Product or part thereof
2. for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair reconditioning or replacement
3. arising out of the recall of any Product or part thereof
4. arising out of any Product which with the Insured's knowledge is used specifically in connection with the flying or navigation of any aircraft spacecraft rocket missile or satellite

CHOICE OF LAW CLAUSE (applying to Section A Sub-Sections 2 & 3)

It is hereby agreed between Insurers and the Insured that the indemnity provided to pay Damages and Defence Costs shall be granted in accordance with the law of any country but not in respect of any judgements award payment or settlement made within countries which operate under the laws of the United States of America or Canada or their territories or possessions (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or part) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Insurers in granting such cover which offer and acceptance must be signified by specific endorsement to this Policy

GENERAL LIABILITY EXCLUSIONS

Section A Sub-Sections 2 and 3 do not provide indemnity in respect of

1. Employers' Liability

Liability for Injury sustained by any Employee arising out of and in the course of his/her employment or engagement by the Insured in connection with the Business of the Insured

2. Care Custody & Control

Liability for Loss or Damage to Property owned leased tenanted or hired by or under hire purchase or on loan to the Insured or in the Insured's care custody and control other than

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

3. Contractual Liability & Performance Warranties

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

4. Professional Indemnity

Liability arising out of breach of professional duty or error or omission or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged

5. Fungus and Moulds

Liability for

- (a) Injury or Loss of or Damage to Property directly or indirectly resulting from or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens
- (b) any costs or expenses associated in any way with the abatement mitigation remediation containment detoxification neutralisation monitoring removal disposal or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens
- (c) any obligation or duty to defend any actions following Injury or Loss of or Damage to Property arising out of or resulting from or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens irrespective of the cause of such fungus mildew mould spore(s) or allergens and whenever or wherever
For the purposes of this exclusion Injury shall include mental anguish mental injury and/or emotional distress

6. Asbestos and Hazardous Substances

Liability for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

7. Motor Liability

Liability arising out of the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability

- (a) Caused by the use of any work equipment or personal protective equipment or plant added to the vehicle after supply and forming part of or attached to or used in connection with any motor vehicle or trailer
- (b) Arising beyond the limits of any highway carriageway thoroughfare or other public place caused by the loading or unloading of any motor vehicle or trailer
- (c) For Loss or Damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
- (d) Arising out of use of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer

8. Electromagnetic fields

Liability arising out of or contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated

Section A Sub-Sections 1, 2 and 3 do not provide indemnity in respect of

9. Aircraft Watercraft & Rail

Liability caused by the ownership or operation by or on behalf of the Insured of any aircraft or railway vehicle or hovercraft or watercraft (other than hand propelled watercraft not exceeding 6 metres in length)

10. Airside

Liability arising out of work carried out Airside

11. Offshore

Liability arising out of work undertaken Offshore or on marine vessels

12. Fines & Penalties

Liability for

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

GENERAL LIABILITY EXTENSIONS

1. Indemnity to Principal

The Insurers will subject otherwise to the terms exceptions conditions and endorsements of this insurance indemnify the Insured under Section A Sub-Sections 2 and 3 against liability in respect of Injury or Loss of or Damage to Property as follows

To the extent that any contract or agreement entered into by the Insured with any principal so requires the Insurers will

- (a) Indemnify the Insured against liability assumed by the Insured
- (b) Indemnify the principal in like manner to the Insured in respect of the liability of the principal arising out of the performance by the Insured of such contract or agreement provided that
 - (i) the conduct and control of claims is vested in the Insurers
 - (ii) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this Insurance so far as they can apply
 - (iii) the indemnity shall not apply to liability in respect of liquidated Damages or under any penalty clause
 - (iv) the indemnity granted under Section A Sub-Section 2 shall only apply in respect of liability to any person who is an Employee of the Insured
 - (v) the indemnity shall not apply to liability which is assumed by the Insured by agreement (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement

Where any indemnity is provided to any principal the Insurers will treat each principal and the Insured as though a separate insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the Insurers to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity

2. Food Safety Act 1990 - Legal Defence Costs

The Insurers will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Food Safety Act 1990 or any subsequent Act or regulations thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings provided always that

- (a) the criminal proceedings relate to an offence committed in the course of the Insured's Business as within defined
- (b) this extension shall apply only to proceedings brought in the United Kingdom the Isle of Man and the Channel Islands
- (c) the Insurers shall not be liable under this extension
 - (i) where the Insured director or Employee is insured by any other policy of insurance
 - (ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured director or Employee
 - (iii) in respect of legal costs and expenses which the Insured director or Employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured director or Employee
 - (iv) in respect of fines or penalties
 - (v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
- (d) the Insured Director or Employee shall give to the Insurers immediate notice of any summons or other process served upon the Insured director or Employee and of any event that may give rise to proceedings against the Insured Director or Employee
- (e) Insurers' liability in respect of this extension shall not exceed £250,000 any one loss

3. Indemnity to Directors and Employees

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

- (a) any director or Employee of the Insured
- (b) any officer member or Employee of the Insured's social sports or welfare organisations or first aid fire or ambulance services. The Insurers will indemnify such person(s) if the Insured so requests against such claim and/or any costs charges and expenses in respect thereof

Provided always that

- (a) such person is not entitled to indemnity under any other insurance
- (b) such person shall as though he were the Insured observe fulfil and be subject to the terms limitations and conditions of this Policy
- (c) the Insurers shall not be liable under this extension unless the Insurers have the sole conduct and control of all claims

4. Defective Premises Act 1972

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

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

5. Data Protection Act 1998

The Insurers will indemnify the Insured against liability at law incurred by the Insured under Section 13 of the Data Protection Act 1998 or subsequent Act in connection with personal data as defined in the said Act held by the Insured. Provided always that the Insurers shall not be liable for

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

6. Court Attendance Costs

In the event of any of the under mentioned person(s) attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- (a) Any director or partner of the Insured £250
- (b) Any Employee £100

7. Consumer Protection Act 1987 - Legal Defence Costs

The Insurers will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part 11 of the Consumer Protection Act 1987 or subsequent Act or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings provided always that

- (a) the criminal proceedings relate to an offence committed in the course of the Insured's Business as within defined
- (b) this extension shall apply only to proceedings brought in the United Kingdom the Isle of Man or the Channel Islands
- (c) the Insurers shall not be liable under this extension
 - (i) where the Insured director or Employee is insured by any other policy of Insurance
 - (ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured director or Employee
 - (iii) in respect of legal costs and expenses which the Insured director or Employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured director or Employee
 - (iv) in respect of fine or penalties
 - (v) for the cost of any investigation or inquiry other than a solicitors investigation restricted to criminal proceedings as above defined
 - (vi) unless the Insurers have the sole conduct and control of all claims
- (d) the Insured director or Employee shall give to the Insurers immediate notice of any summons or other process served upon the Insured director or Employee and of any event that may give rise to proceedings against the Insured director or Employee
- (e) Insurers' liability in respect of this extension shall not exceed £250,000 any one loss
- (f) these extensions are subject to the terms limitations and conditions of the Section and Policy insofar as they can apply
- (g) the total liability of the Insurers to pay compensation shall not exceed the Limit(s) of Indemnity under Section A Sub-Sections 2 and 3

8. Cross Liability

This Insurance is extended to include liability in the event that the Insured is legally liable to any other Insured and will indemnify each such Insured under Section A Sub-Section 2 in the same manner as and to the same extent that they would be so entitled under a separate Insurance issued to them but provided always that Insurers' total liability to all such Insureds shall not thereby exceed the Limit of Indemnity under this Insurance

9. Health and Safety at Work Act 1974 / Corporate Manslaughter and Corporate Homicide Act 2007

The Insurers will indemnify the Insured against reasonable legal or investigation expenses incurred with their prior written consent and at their absolute discretion (and always subject to the right to withdraw consent during the course of any proceedings in respect of further expenses for which the Insurers are not liable at the date of the withdrawal of the consent) in any proceedings within the Courts of Law of the United Kingdom the Isle of Man and the Channel Islands arising from any act or omission which is the subject of indemnity under this Insurance

- (a) for representation at a Coroner's Inquest or Fatal Accident Inquiry
- (b) for representation at a PACE interview conducted by the Policy or by the Health and Safety Executive or by the Environment Agency
- (c) for defending the Insured in any Court of Tribunal to include prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007
- (d) arising out of any prosecution of the Insured for breach or alleged breach of Construction (Design and Management) Regulations 1994 or subsequent Act

Provided that Insurers shall not be liable for any fines or penalties or prosecution costs the Limit of Indemnity shall be the sum stated in the Schedule in respect of all occurrences in the aggregate for the Period of Insurance and that Insurers' liability in respect of this extension shall not exceed £250,000 any one loss

10. Contingent Motor

Notwithstanding exclusion 7 under Section A Sub-Sections 2 and 3 the Insurers will indemnify the Insured excluding those persons defined in sub paragraph (b)of the definition of Insured under Sub-Section 2 of this Policy against liability in respect of Injury or Loss or Damage to Property arising out

of the use of any licenced motor vehicle by an Employee in the course of the Insured's business which is not the Property of or provided by the Insured

Provided always that Insurers shall not be liable

- (a) for Loss or Damage to the vehicle or its contents
- (b) where cover is provided by another insurance Policy
- (c) where it is used in circumstances in which it is compulsory for the Insured stated in the Schedule to Insure as a requirement of any Road traffic act legislation
- (d) in respect of liability while the vehicle is being driven outside the United Kingdom the Isle of Man or the Channel Islands

11. Lock & Key Replacement

This Insurance is extended to include the cost of replacement changing or alteration of Locks not belonging to the Insured or his Employees which the Insured shall become legally liable to pay in the event of a loss of keys but it is a condition precedent to liability under this Policy that

- (a) notwithstanding the Limits of Indemnity under Section A Sub-Sections 2 & 3 Insurers' liability under this extension shall not exceed £25,000 in the aggregate in any one Period of Insurance
- (b) Insurers shall not indemnify the Insured against liability arising out of loss of keys by "non- authorised key holders"

12. Pollution Liability

This Insurance is extended to indemnify the Insured under Section A Sub-Sections 2 and 3 for all sums which the Insured becomes legally liable to pay as Damages and Defence Costs in respect of accidental

- 1. Injury to any person
- 2. Loss of or Damage to Property

arising out of Pollution in connection with the Business of the Insured and occurring in its entirety during the Period of Insurance but only to the extent that the Insured can demonstrate that such Pollution

- (a) was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance and
- (b) was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

This extension does not provide indemnity in respect of liability for

- 1. Loss or Damage to Premises presently or at any time previously owned or tenanted by the Insured
- 2. Loss or Damage to land or water within or below the boundaries of any land or Premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care custody or control
- 3. Loss or Damage in the United States of America and/or Canada and/or their possessions or protectorates

Further this extension is subject to the following limitation

- (i) Indemnity under Section A Sub-Section 2 shall be subject to the Limit of Indemnity stated in the Schedule both in respect of any one occurrence or event and also in the aggregate for the Period of Insurance
- (ii) Indemnity under Section A Sub-Section 3 shall be subject to the aggregate Limit of Indemnity stated in the Schedule

Provided always that the total indemnity payable in respect of any one occurrence or event under both Sub-Section 2 and Sub-Section 3 of Section A shall never exceed the aggregate Limit of Indemnity stated In the Schedule under Section A Sub-Section 3

CONDITIONS (Applicable to Section A Sub-Sections 2 and 3 only)

Insured's Excess

The Insured's Excess shall be subject to the following Conditions and provisions

- (a) The Insurer or its representatives may at any time and at their sole discretion require immediate payment of the Insured's Excess in whole or in part directly to the Insurer or at the Insurers discretion to its appointed representative and in any event the Insured's Excess shall become payable
 - (i) at the settlement and or closure of a claim or
 - (ii) at the point in time where costs Defence Costs legal fees claims handling costs and loss adjusting expenses incurred exceed or equal the Insured's Excess
- (b) The terms of this Policy including the Insurers rights in the defence of a claim and the Insured's duties in the event of a claim apply irrespective of the application of the Insured's Excess
- (c) The Insurer may at its option including where it is statutorily obliged to do so pay part or all of the Insured's Excess to effect a settlement of any potential claim or suit and upon notification of the action taken the Insured shall promptly reimburse the Insurer for such payment

Note *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

SECTION B: MATERIAL DAMAGE SPECIFIED PERILS

COVER PROVIDED

This section covers the Property described at the Premises specified for the amounts not exceeding the Sum Insured all of which are set forth in the Schedule and/or Policy provided the said Premises are occupied for the purposes of the Business as stated in the Schedule

Insurers agree to the extent and in the manner provided herein to indemnify the Insured against Loss of or Damage to the said Property occurring during the period of this Insurance directly caused by

Insured Perils (only operative if specified in the Schedule)

1. FIRE and/or LIGHTNING
EXCLUDING
 - (a) Loss or Damage by explosion resulting from fire
 - (b) Loss or Damage to the Property hereby insured occasioned by or happening through its own spontaneous combustion fermentation or heating or its undergoing any process involving the application of heat
 - (c) Loss or Damage to any electrical plant or apparatus caused by its own over-running short circuit excessive pressure or self-heating but should fire extend to and damage or destroy any other part of the plant or apparatus or other Property insured hereby such Loss or Damage is not excluded by this Policy
 - (d) Loss or Damage resulting from person(s) taking part in labour disturbances
2. EXPLOSION
EXCLUDING
 - (a) Loss or Damage by explosion (other than Loss or Damage by fire resulting from explosion) caused by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
 - (b) Loss or Damage to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not include Loss or Damage caused by explosion of any boiler or gas used for domestic purposes
3. AIRCRAFT and other aerial devices or articles dropped there-from
4. EARTHQUAKE shock or fire directly or indirectly caused by earthquake and subterranean fire
5. STORM or TEMPEST
EXCLUDING
 - (a) Loss or Damage to gates boundary fences or walls glass moveable Property in the open drains sewers or watercourses unless damaged by the fall of brickwork or masonry caused by an insured Peril
 - (b) Loss or Damage by frost subsidence landslip or heave
 - (c) Loss or Damage attributed solely to change in the water table level
6. FLOOD
EXCLUDING
 - (a) Loss or Damage directly or indirectly due to Storm or Tempest
 - (b) Loss or Damage directly or indirectly due to the escape of water from any tank apparatus or pipe
 - (c) Loss or Damage caused directly or indirectly by frost subsidence landslip or heave
 - (d) Loss or Damage directly or indirectly to gates boundary fences or walls glass moveable Property in the open drains sewers or watercourses unless caused by the fall of brickwork or masonry caused by an insured Peril
 - (e) Loss or Damage attributed solely to the change in the water table level
7. ESCAPE OF WATER from any tank apparatus or pipes
EXCLUDING
 - (a) Loss or Damage by water discharged or leaking from any sprinkler installation

- (b) Loss or Damage by bursting or overflowing or leakage occurring whilst the Premises are Unoccupied but this exclusion shall not apply whilst the Premises are normally closed outside business hours or holiday periods
8. **SUDDEN AND UNEXPECTED ESCAPE OF OIL** from any fixed heating installation
EXCLUDING Loss or Damage whether caused directly or indirectly
- (a) as a result of repairs to or removal or extension of water pipes mains tanks or apparatus
(b) by bursting or overflowing or leakage occurring whilst the Premises are Unoccupied but this exclusion shall not apply whilst the Premises are normally closed outside business hours or holiday periods
9. **THEFT OR ATTEMPTED THEFT** including Loss or Damage caused to the Buildings of the Insured's Premises for which the Insured is responsible
EXCLUDING Loss or Damage caused by such theft or attempted theft
- (a) unless there is evidence of the following
- (i) entry or exit from the Buildings by forcible and violent means and/or
(ii) assault violence or threat thereof to the Insured the Insured's Employees or person(s) to whom the Insured's Property is entrusted
- (b) of Property by or in collusion with any of the Insured's Employees or inmates of the Insured's Premises or person(s) to whom the Insured's Property is entrusted
- (c) resulting in fire and/or explosion
- (d) to Money unless cover operative under the Money section F (subject to section terms and conditions)
- (e) from Non-Standard Construction Buildings
10. **IMPACT** by any mechanically propelled vehicle or by goods falling there from or by an animal
EXCLUDING
- (a) Loss or Damage or consequential Loss in respect of Property in transit
(b) Loss or Damage by mechanically propelled vehicles (other than fork lift trucks) or animals belonging to or under the control of the Insured or any occupier of the Premises or their respective employees in the course of their employment
11. **MALICIOUS DAMAGE** resulting from malice of forethought by any person(s) not acting on behalf of any political organisation
EXCLUDING
- (a) Loss or Damage following cessation of work/employment or from confiscation destruction requisition or seizure by order of the Government or any Public Authority
(b) Loss or Damage whether caused directly or indirectly by
- (i) fire
(ii) theft or attempted theft
(iii) total or partial cessation or interruption or retarding of work or of any commercial or industrial process or operation
- (c) Loss or Damage to Unoccupied Premises
(d) Loss or Damage resulting from person(s) taking part in labour disturbances
12. **SUBSIDENCE** or **GROUND HEAVE** of any part of the site on which the Premises stands or **LANDSLIDE**
EXCLUDING
Loss or Damage to
foundations yards paths roads hoardings walls gates and fences around and pertaining to the Premises telephone gas water and electricity meters pipes cables and the like unless the structure of the Buildings is also affected
- EXCLUDING**
Loss or Damage caused by
- (a) the settlement of movement of made-up ground
(b) coastal or river erosion
(c) defective design or workmanship or the use of defective materials

- (d) demolition construction structural alteration or repair of any Property
- (e) ground works or excavation at the insured Premises

13. ACCIDENTAL physical Loss or Damage

EXCLUDING

- (a) any specified Peril already covered under Section (B) or any of the causes expressly excluded from these Perils whether insured or not
- (b) Loss or Damage arising from wear tear gradual deterioration moth vermin insects damp wet and dry rot infestation rust corrosion atmospheric or climate conditions change in colour or texture scratching and cosmetic damage shrinkage evaporation loss of weight dryness marring any process of dyeing cleaning repair or renovation
- (c) faulty or defective design materials or workmanship latent defect inherent vice or any gradually operating cause wearing out of tyres belts pulleys and working parts requiring periodic replacement
- (d) mechanical and/or electrical derangement and/or breakdown and/or breakage of electronic equipment joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers super heaters pressure vessels or any range of steam and feed piping in connection therewith burning out or Loss or Damage directly caused by short circuiting and/or claims arising from overheating
- (e) Loss or Damage which may be sustained whilst the Property insured is actually being worked upon or is under any process
- (f) theft or attempted theft from any cause whatsoever
- (g) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (h) movement of Property which is not designed to move without the use of specialist contractors
- (i) Loss or Damage in respect of
 - (i) vehicles licensed for road use (including accessories therein caravans trailers railway locomotives rolling stock watercraft or aircraft)
 - (ii) glass external canopies lights and signs unless as expressly stated in the Schedule
 - (iii) Property in transit
 - (iv) demolition construction structural alteration or repair of any Property
 - (v) Property recoverable under any guarantee or maintenance agreement in force at the happening of the Loss or Damage
 - (vi) Pollution or contamination
 - (vii) Loss or Damage to a Building or structure caused by its own collapse or cracking
 - (viii) Loss or Damage to moveable Property in the open fences and gates by wind rain hail sleet snow flood or dust
 - (ix) acts of fraud or dishonesty

14. SPRINKLER LEAKAGE being accidental escape of water from any automatic sprinkler installation in your Premises

EXCLUDING Loss or Damage caused by

- (a) freezing while the Premises are Unoccupied
- (b) explosion earthquake subterranean fire or heat caused by fire
- (c) the discharge or leakage of water occasioned by or happening through
 - (i) repairs or alterations to the Premises
 - (ii) the Automatic Sprinkler installation being repaired removed or extended

EXTENSIONS

This Policy will indemnify the Insured in respect of the following extensions and/or additions to cover

1. Building (Walls Gates and Fences)

In respect of foundations yards paths road hoardings walls gates and fences around and pertaining to the Premises Insurers' liability shall not exceed 15% of the Buildings Sum Insured or £100,000 any one Loss or Damage whichever is the less

2. Capital Additions

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

- (a) at any one location this cover shall not exceed 10% of the total Sum Insured at such Property or £50,000 whichever is the less
- (b) the Insured undertake to give particulars of such Capital Additions within 7 days and to effect specific insurance thereon retrospective to the date of commencement of Insurers liability

3. Drains

The insurance by this extension shall mean and is restricted to the reasonable costs incurred by the Insured for clearing cleaning or repairing drains gutters sewers and the like for which the Insured is responsible as a result of Loss or Damage caused by an operative Peril within this Section

Insurers' liability shall not exceed £2,500 in any one loss

4. Debris Removal

Unless more specifically insured the insurance provided by this Section on Buildings Machine Plant Contents and Stock shall include costs and expenses necessarily incurred by the Insured with the consent of Insurers following Loss or Damage or prevention of Loss or Damage resulting from an operative Peril as stated in the Schedule under Section B the following

- (a) Removing debris
- (b) Dismantling and/or demolishing
- (c) Shoring up or propping the portion or portions of the Property Insured that has been destroyed or damaged
- (d) Cleaning and/or clearing drains sewers or gutters the property of the Insured or for which they are responsible
- (e) Removing undamaged Property
- (f) Removing extraneous materials from machinery plant and/or equipment whether or not such machinery plant and/or equipment has been damaged
- (g) Site cleaning following damage
- (h) Decontamination and/or decommissioning of Property whether damaged or not following Loss or Damage hereby insured against

The insured will not be indemnified in respect of costs and expenses

- (a) incurred in removing debris except from the site of such Property destroyed or damaged and the area immediately adjacent to such Property
- (b) arising from Pollution or contamination of property not insured by this Section of the Policy

Insurers' liability shall not exceed £10,000 any one Period of Insurance

5. External Equipment

Notwithstanding General Exclusion 5 this Insurance extends to cover equipment which is fixed to the exterior of the Buildings subject to

- (a) The Excess as stated in the Schedule under Section B
- (b) Loss or Damage resulting from an operative Peril as stated in the Schedule under Section B
- (c) The overall Machinery Plant & contents Sum Insured as stated in the Schedule not being exceeded

6. Extinguishment Expenses

The reasonable costs incurred by the Insured for refilling fire extinguishment appliances and replacing used sprinkler heads at the Premises following Loss or Damage or prevention of Loss or Damage by any of the operative Perils within this Section

Insurers shall not be liable

- (a) for costs other than as a direct result of insured Loss or Damage
- (b) for any amount in excess of £2,500

7. Landscaping costs

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

8. Liability as a Tenant for Loss or Damage to the Buildings

All Sums which the Insured shall become legally liable to pay as tenant and not owner of the Premises up to 10% of the total Sum Insured on Machinery Plant and Contents for Loss or Damage to the Buildings of the Premises (other than gates and fences) and Landlord's Fixtures and Fittings therein or thereon directly caused by any operative Peril as stated in the Schedule under Section B and for the cost of repairing accidental Loss or Damage to fuel oil pipes underground water supply and gas pipes and electricity or telephone cables which extend from the Premises to the public mains provided that such said buildings are not insured by this Policy

9. Loss of Metered Gas

This Insurance extends to include the cost of loss of metered gas for which the Insured is legally responsible arising from Loss or Damage at the Premises caused by an operative Peril

Insurers' liability shall not exceed £5,000 in any one Period of Insurance

10. Loss of Metered Water

This Insurance extends to include the cost of Loss of metered water for which the Insured is legally responsible arising from Loss or Damage at the Premises caused by an operative Peril

Insurers' liability shall not exceed £5,000 in any one Period of Insurance

11. Outbuildings

Annexes small Outbuildings including all supporting structures including purpose built static refrigerated units the Property of the Insured or for which they are responsible applying to the Buildings to which such Property is attached or belongs unless otherwise specifically insured as a separate item. This extension is subject to the structures being of Standard Construction (as defined under the Buildings definition) or where structures are not of standard construction a restricted maximum Sum Insured limit of £5,000 any one structure is operative providing the fixed permanent Buildings structure is insured under this Policy and the overall Buildings Sum Insured is adequate

Subject to Loss or Damage resulting from an operative Peril as stated in the Schedule under Section B

12. Professional Fees

Within the limits of the Sum Insured on Buildings coverage applies to Architects Surveyors and other professional fees necessarily incurred in the reinstatement of the Property insured consequent upon its Loss or Damage by any operative Peril but specifically excluding any such fees incurred in preparing a claim. The amount payable shall not exceed the scale of fees authorised by the respective Professional institutes

13. Public Authorities

Within the limits of the Sum Insured on Buildings coverage applies to such additional cost of reinstatement of the Property insured which has been destroyed or damaged by any operative Peril as stated in the Schedule under Section B hereby insured against as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority or European Union Directive

Provided always that

1. the amount recoverable under this extension shall not include
 - (a) the cost incurred in complying with any of the said Regulations or Bye-Laws
 - (i) in respect of Loss or Damage occurring prior to the granting of this extension
 - (ii) under which notice has been served upon the Insured prior to the happening of the Loss or Damage

- (iii) in respect of undamaged Property or undamaged portions of Property other than foundations (unless the foundations are specifically excluded from the insurance) of that portion of the Property destroyed or damaged
 - (iv) in respect of Loss or Damage not insured by the Policy
 - (b) the additional cost that would have been incurred to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the said Regulations or Bye-laws not arisen
 - (c) the amount of any rate tax duty development or other charges or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with any of the said regulations or Bye-laws
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the said Regulations or Bye-laws so necessitate) subject to the liability of the Insurers under the extension not being thereby increased
 3. If in respect of any Property the liability of Insurers apart from this extension shall be reduced by the application of any of the terms and conditions of the insurance of which this extension forms part then the liability of Insurers under this extension in respect of any such Property shall be reduced in the same proportion

14. Property in the Open

Notwithstanding General Exclusion 5 Cover is provided for Property in the Open subject to

- (a) the total Sum Insured not exceeding £5,000 unless as expressly increased in the Schedule and the Property being stored within a secure enclosed compound on land used for the Business referred to in the Schedule and its/their environs
- (b) subject to Loss or Damage resulting from Operative Perils stated in the Policy within this Section

15. Replacement Locks

Costs necessarily incurred in the replacement of locks at the Premises due to theft of keys from the insured Premises or from the home of any Director partner or Employee authorised by the Insured to hold such keys subject to a maximum Limit of £2,500 for any one Loss or Damage subject to Peril 9 being operative as defined within this Section

16. Seasonal Stock Increase

The Stock Sum Insured as stated in the Schedule is increased by an additional amount of up to 20% of the stated Sum Insured for a maximum period of 30 consecutive days on the two busiest financial trading periods in any one calendar year of the insured Business

Subject to

- (i) the Excess as stated in the Schedule under Section B
- (ii) Loss or Damage resulting from an operative Peril as stated in the Schedule under Section B

17. Temporary Removal

The Property insured shall include in so far as such Property is not otherwise insured

- (a) Stock in any building within the Territorial Limits not occupied by the Insured subject to the Sum Insured not exceeding £25,000 any one Premises and £100,000 in all

Subject to

- (i) the equivalent physical security conditions in force as per the Insured's existing locations under this Policy or as agreed with Insurers in writing
 - (ii) the overall total Sum Insured not being exceeded as stated in the Schedule
 - (iii) Loss or Damage resulting from an operative Peril as stated in the Schedule under Section B
- (b) Machinery Plant and Contents whilst temporarily removed for cleaning renovation repair or other similar purposes from the Insured's Premises in any building not occupied by the Insured (and whilst in transit thereto and therefrom) within the Territorial Limits subject to a limit of 25% of the Sum Insured for Machinery Plant and Contents

Subject to

- (i) the equivalent physical security conditions protections being in force as per the Insured's existing locations insured under this Policy
 - (ii) the overall total Sum Insured being adequate as stated in the Schedule
 - (iii) Loss or Damage resulting from an operative Peril as stated in the Schedule under Section B
 - (iv) Not being left in unattended Motor Vehicles unless
 - (a) During Insured's normal working hours all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition or other services removed
 - (b) outside of Insured's normal working hours the vehicle is in a securely locked building gated compound or guarded security park and all vehicle doors windows and access points locked and all keys to the doors and ignition removed to a place of safety
- (c) Stock and/or Machinery Plant and Contents at exhibition sites (and whilst in transit thereto and therefrom) within the Territorial Limits for a maximum Sum Insured Limit of £10,000 in total
- Subject to
- (i) the overall total Sum Insured being adequate as stated in the Schedule
 - (ii) Loss or Damage resulting from an operative Peril as stated in the Schedule under Section B

18. Theft (Applicable to Peril 9 of this Section)

The insurance provided by this extension shall include

1. Loss as a result of theft including but not limited to

- (a) Theft not involving forcible and violent entry into or exit from the Buildings of the Premises
- (b) Theft not following violence or threat of violence against the Insured or any directors partner or Employee of the Insured

Provided always that this extension does not cover Loss or Damage

- (i) where any member of the Insured's household or any Director partner and/or officer of the Insured is concerned as principal or accessory
- (ii) in respect of Buildings which are Unoccupied
- (iii) Loss or Damage resulting from an operative Peril as stated in the Schedule under Section B
- (iv) disappearance or unexplained or inventory shortage misfiling or misplacing of information
- (v) acts of fraud or dishonesty

Subject to

- (a) the Excess as stated in the Schedule
- (b) a maximum Limit of £2,500 each any one Loss or Damage

2. Notwithstanding Exclusion (e) of Peril 9 (Theft or attempted theft) Insurers will indemnify the Insured in respect of Property stored in a Building which is not of Standard Construction subject to a maximum limit of £2,500 each and every Loss or Damage providing the fixed permanent Building's structure is insured under this Policy and the overall Sum Insured is adequate and Loss or Damage results from an operative Peril as stated in the Schedule under Section B

19. Trace and Access

The insurance by this extension shall mean and is restricted to the reasonable costs incurred by the Insured with the consent of Insurers in locating the source of any escape of water from any fixed water tank apparatus or pipe at the Premises including subsequent repairs to walls floors or ceilings within the Buildings subject to a maximum Limit of £2,500 any one Loss or Damage

- (a) Subject to no previous pre-existing condition
- (b) Loss or Damage resulting from an operative Peril as stated in the Schedule under Section B

Note *Any Sum Insured specified under these extensions/additions to cover is superseded if expressly amended in the Schedule*

Basis of Settlement

In the event of the Property insured (other than Stock and Materials in trade) being destroyed or damaged the basis upon which the amount payable shall be calculated shall be

- (a) where Property is destroyed the rebuilding of the Property or in the case of other Property its replacement by similar Property in either case in a condition equal to but not better or more extensive than its condition when new
- (b) where Property is damaged the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better than its condition when new

Provided that

any work of rebuilding or restoration (which may be carried out on another site and in any manner suitable to the requirement of the Insured subject to Insurers liability not being increased) is commenced and carried out within a reasonable time

- (i) where Property is damaged or destroyed in part only Insurers' liability shall not exceed the sum representing the cost which would have been paid if the Property had been wholly destroyed and rebuilt
- (ii) no payments shall be made until rebuilding or restoration costs have actually been incurred

Condition

- 1. in respect of Plant and Machinery the basis of settlement is subject to a Schedule and Justification of Values provided to show a full reinstatement Sum Insured at the time of loss otherwise basis of settlement is indemnity only
- 2. the basis of settlement in respect of Stock is cost price to the Insured

Each Sum Insured in respect of Property covered on this Reinstatement Basis is declared to be separately subject to the following condition of average namely

If at the time of reinstatement the sum representing 85% of the cost which would have incurred in reinstatement if the whole of the Property covered by such an item had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any Loss or Damage to such Property by any other Peril hereby insured against then the Insured shall be considered as being their own company for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole of the Property and shall bear a rateable proportion of the loss accordingly

Note *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

SECTION C: GLASS

COVER PROVIDED

Insurers will indemnify the Insured in respect of

- (a) breakage of fixed glass in windows and doors of the Premises including the cost of boarding up pending replacement and of sanitary ware
- (b) Loss or Damage to signs including neon signs and fascias at on or in the Premises subject to a maximum Limit of £5,000

Provided that the Insured is liable for the cost of repair or replacement

Condition

1. If the Buildings at the Premises are not insured under Section B of this Policy Insurers will restrict the maximum Sum Insured Limit to £2,500 of each and every loss as per cover provided definition (a) above
2. If the Buildings at the Premises are not insured under Section B of this Policy Insurers will restrict the maximum Sum Insured Limit to £2,500 of each and every loss as per cover provided definition (b) above

EXCLUSIONS

This Section does not cover

- (i) the cost of removing or restoring frames or fittings
- (ii) breakage arising from repairs decorations additions alterations to the Premises or to glass whilst being fitted
- (iii) breakage due to dilapidation or deterioration of framework
- (iv) consequential loss caused by delay or interruption of the Business
- (v) scratching or chipping of glass
- (vi) breakage of glass fixed in the windows and doors of Unoccupied Premises
- (vii) any canopies on the Premises

In the event of breakage all glass shall be considered plain and standard unless specifically mentioned in the Schedule

Note *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

Note *Any Sum Insured specified under these extensions/additions to cover is superseded if expressly increased in the Schedule*

SECTION D: BUSINESS INTERRUPTION

COVER PROVIDED

If during the Period of Insurance specified in the Schedule the Premises or Property therein of the Insured suffer Loss or Damage by any of the Perils defined under Section B and as shown as operative in the Schedule and the Business carried out by the Insured at the Premises be in consequence thereof interrupted or interfered with Insurers will indemnify the Insured against Business Interruption resulting therefrom during the Indemnity Period

Provided always that

1. At the time of the Loss or Damage occurring it is a condition of liability hereon that there shall be in force an insurance Policy covering the interest of the Insured in the Property at the insured Premises against such Loss or Damage and that payment shall have been made or liability admitted under such Insurance
2. The liability of Insurers shall not exceed the Sum Insured in respect of each specified item under this Section

DEFINITIONS OF THE BUSINESS INTERRUPTION SECTION (D)

Business Interruption

Means interruption or interference with the Business as carried on by the Insured at the insured Premises in consequence of Loss or Damage caused by any operative Peril shown in Section B of the Schedule

Perils

Means any of the Perils defined under Section B and as shown as operative in the Schedule

Indemnity Period

Means for the purposes of this Section the period during which the results of the Business are affected in consequence of Business Interruption beginning with the occurrence of the Loss or Damage giving rise to Business Interruption and ending not later than the number of months thereafter stated in Section D of the Schedule

Gross Revenue

Means for the purposes of this Section the money paid or payable to the Insured for work done and services rendered in the course of the Business which is affected in consequence of Business Interruption

Standard Gross Revenue

Means for the purposes of this Section the Insured's Gross Revenue during that period immediately before the date of the Loss or Damage giving rise to Business Interruption the length of which is the same as the length of the Indemnity Period

Annual Gross Revenue

Means for the purposes of this Section the Insured's Gross Revenue during the 12 months immediately before the date of the Loss or Damage giving rise to Business Interruption

Additional Expenses Gross Revenue

Means for the purposes of this Section necessary additional expenditure the Insured reasonably incurs during the Indemnity Period in order to avoid or minimise Business Interruption or to diminish the Loss of Gross Revenue which but for that expenditure would have occurred but not exceeding the Loss of Gross Revenue the Insured avoid

Gross Profit

Means the total turnover and closing Stock figure and the amount of closing work in progress figure less the opening Stock figure and opening work in progress figure and Uninsured Working Expenses

Rate of Gross Profit

Means the rate of Gross Profit earned on the Insured's Gross Revenue during the financial year immediately before the date of Loss or Damage giving rise to Business Interruption

Annual Gross Profit

Means the Gross Profit during the 12 months immediately before the date of the Loss or Damage giving rise to Business Interruption

Estimated Gross Profit

Means the amount declared by the Insured to Insurers as representing not less than the Gross Profit which is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance stated in the Schedule (or a proportionately increased multiple if the Indemnity Period exceeds 12 months)

Additional Expenses Gross Profit

Means for the purposes of this Section necessary additional expenditure the Insured reasonably incurs during the Indemnity Period in order to avoid or minimise Business Interruption or to diminish the loss of Gross Profit which but for that expenditure would have occurred but not exceeding the loss of Gross Profit the Insured avoid

Uninsured Working Expenses

Means the Insured's purchases less discounts received packing freight and bad debts

BASIS OF PAYMENT (As stated in the Policy Schedule)**1. Gross Revenue**

This basis of payment applies only when a Sum Insured is stated for this item in Section D of the Schedule

Insurers liability is limited to

- (a) loss of Gross Revenue and
- (b) additional expenses

In connection with the Insured's Business at the insured Premises

The amount payable for Gross Revenue will be

- (i) the amount by which the Insured's Gross Revenue during the Indemnity Period falls short of the Insured's Standard Gross Revenue as a consequence of Business Interruption
- (ii) reduced by any sum saved during the Indemnity Period in respect of charges and other expenses of the Business which cease or are lessened as a result of Business Interruption

2. Gross Profit

This basis of payment applies only when a Sum Insured is stated for this item in Section D of the Schedule

Insurers' liability is limited to

- (a) loss of Gross Profit and
- (b) additional expenses

In connection with the Insured's Business at the insured Premises

The amount payable for Gross Profit will be

- (a) the sum produced by applying the Rate Of Gross Profit to the amount by which the Gross Profit falls short of the Standard Gross Profit as a consequence of Business Interruption
- (b) reduced by any sum saved during the Indemnity Period in respect of charges and other expenses of the Business which cease or are lessened as a result of Business Interruption

3. Increase in Cost of Working

This basis of payment applies only when a Sum Insured is stated for this item in Section D of the Schedule

Insurers' liability is limited to

- (a) additional expenses incurred to minimise the Gross Profit/Gross Revenue loss
- (b) other incidental costs

In connection with the Insured's Business at the insured Premises

The amount payable for Increase in Cost of working will be the

- (i) necessary additional expenditure the Insured reasonably incur during the Indemnity Period in order to avoid or minimise the Business Interruption
- (ii) costs of obtaining temporary premises and expenses incident to the Insured's occupation of them for the Insured's Business and additional employment costs and other necessary additional expenditure the Insured reasonably incur during the Indemnity Period in consequence of Business Interruption

4. Loss of Rent Receivable

This Insurance extends to include Rent not otherwise insured which the Insured is liable to receive in respect of any Premises or part thereof which is unfit for occupation in consequence of Loss or Damage insured hereby. Insurers will not be liable for Rent unless the said Premises be destroyed by or so damaged by the Perils insured against as to be rendered unfit for occupation and then only for such proportion of the amount of the number of months' Rent as specified in the Schedule as may be equivalent to the time necessary for reinstating the Loss or Damage sustained

5. Additional Increase in Cost of Working

This basis of payment applies only when a Sum Insured is stated for this item in Section of the Schedule. The Insurance is limited to Additional Increase in Cost of Working and the amount payable as indemnity thereunder shall be

The Additional Expenditure beyond the amount payable under Gross Profit necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Income which but for that expenditure would have taken place during the Indemnity Period in consequence of the Loss or Damage

UNDERINSURANCE CONDITION

Gross Revenue

If the Sum Insured for Gross Revenue stated in Section D of the Schedule is less than the Annual Gross Revenue for an Indemnity Period of 12 months (or such multiple of the Annual Gross Revenue that the Indemnity Period compared to 12 months if the Indemnity Period is longer) the amount payable for Gross Revenue will be proportionately reduced and the Insured will be considered as their own Insurer for the difference

Gross Profit

If the Sum Insured for Gross Profit stated in Section D of the Schedule is less than the Annual Gross Profit for an Indemnity Period of 12 months (or such multiple of the Annual Gross Profit that the Indemnity Period compares to 12 months if the Indemnity Period is longer) the amount payable for Gross Profit will be proportionately reduced and the Insured will be considered as their own Insurer for the difference

SPECIAL CONDITIONS TO THE BUSINESS INTERRUPTION SECTION

1. The Gross Revenue or Gross Profit will be adjusted to allow for trends in your Business or special circumstances affecting it in order to represent as nearly as is practicable the results which but for the occurrence of Loss or Damage would be obtained
2. Due account will be taken of any money paid or payable to your Business for services rendered by you or on your behalf elsewhere than at your Premises
3. You will be entitled to receive interim payments as agreed between you and Insurers in advance of final settlement of any claim agreed under this Section
4. If your Business is conducted in departments and the independent trading result of each can be traced the cover provided by this Section will apply separately to each department of your Business affected in consequence of Loss or Damage by an insured Peril
5. The cover provided by this Section does not extend to indemnify any of your parent and/or subsidiary companies unless such companies are specified in the Schedule
6. To the extent that you are accountable to the tax authorities for Value Added Tax all terms relating to this Section will be exclusive of tax
7. For the purpose of the definitions relating to this Section any adjustment implemented in your current cost accounting will be disregarded

PROVISIONAL PREMIUM CONDITIONS APPLICABLE TO GROSS REVENUE OR GROSS PROFIT

The following Conditions apply only if a Sum Insured is stated for Gross Revenue or Gross Profit in Section D of the Schedule

- (a) The Premium for this Section is provisional estimated at the commencement of the Period of Insurance
- (b) The Balance of the Premium calculated for this Section is payable at the expiry of each Period of Insurance unless a declaration is received by Insurers in accordance with Condition (3) below
- (c) The Premium will be adjusted on receipt by Insurers of a declaration confirmed by your professional accountants of Gross Revenue or Gross Profit earned during the financial year most nearly concurrent with the expired Period of Insurance
- (d) If any Loss or Damage has occurred giving rise to a claim under this Section for loss of Gross Revenue or Gross Profit the declaration referred to in optional extension B item 3 will be increased by Insurers for the purpose of Premium Adjustment by the amount by which the Gross Revenue or Gross Profit was reduced during the financial year solely in consequence of the Loss or Damage
- (e) If the declaration (adjusted as provided for in optional extension B item 3 and proportionately increased where the Indemnity Period exceeds 12 months) is
 - (i) Less than 75% of the Sum Insured stated for Gross Revenue or Gross Profit in Section D of the Schedule for the relative Period of Insurance Insurers will allow a pro rata return of Premium not exceeding 33.3% of the provisional Premium
 - (ii) More than 75% of the Sum Insured stated for Gross Revenue or Gross Profit in Section D of the Schedule for the relative Period of Insurance the Insured will pay a pro rata additional Premium not exceeding 33.3% of the provisional Premium
- (f) The Declaration Linked Conditions under this Section will not apply where the Provisional Premium Conditions apply

EXCLUSIONS

This Section does not cover Loss or Damage resulting from interruption or interference to the Insured's Business

1. arising from deliberate falsification of any records used for Insured's Business
2. arising from any exclusion as stated under Section B of this Policy
3. due to any cost incurred in the cleaning repair replacement recall or checking of any Property or in making any refund
4. sustained during any period after the Insured's Business is wound up or carried on by a liquidator or receiver or is permanently discontinued

5. caused by the deliberate act of any supply undertaking in withholding the supply of water gas or electricity but not excluding
 - (i) such Loss or Damage not excluded elsewhere in this Section or Policy which itself results from a Specific Peril or from any other accidental Loss or Damage
 - (ii) subsequent Loss or Damage resulting from interruption or interference to the Insureds Business which itself results from a cause not excluded elsewhere in this Section or Policy
6. arising directly or indirectly from
 - (i) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioter(s) striker(s) locked-out worker(s) person(s) taking part in labour disturbances or civil commotions or malicious person(s)
 - (ii) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a Specific Peril shown in Section B of the Schedule in so far as it is not other excluded
 - (iii) accidental breakdown of computer or data processing equipment and/or any item insured under Section K of this Policy
7. caused by or consisting of the bursting of any vessel machine or apparatus (not being a boiler or economiser on the insured Premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to the Insured or under the Insured's control

STANDARD EXTENSIONS

Denial of Access

Subject to the conditions of this Section Loss or Damage resulting from interruption or interference with the Business in consequence of Loss or Damage (as within defined) to Property within a one mile radius of the Premises or Loss or Damage to which shall prevent the use of the Premises or access thereto whether the Premises or Property of the Insured therein shall be damaged or not shall be deemed to be loss resulting from Loss or Damage to Property used by the Insured at the Premises but excluding Loss or Damage which prevents the supply of electricity gas water or telecommunications services

Provided that Insurers' liability after the application of all other terms and conditions of the Policy shall not exceed the Sum Insured by this insurance or £250,000 whichever is the less

Murder Suicide Crime Scene Disease and Vermin

It is understood and agreed that the term Loss or Damage as used in this Section shall be deemed to include the following occurring at the Premises insured hereunder

- (a) Murder
- (b) Suicide
- (c) Food and/or Drink Poisoning
- (d) Closure or restrictions placed on the Premises on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable contagious and/or infectious human disease manifesting itself at the Premises
- (e) Vermin and/or Pests
- (f) Defective Sanitary Arrangements closing the whole or part of the Premises by order of the Public Authority for the area in which the Premises are situate consequent upon defects in the drains and other sanitary arrangements at the Premises
- (g) Closing of the whole or part of the Premises by order of the Public Authority for the area in which the Premises are situate consequent upon defects in the drains and other sanitary arrangements at the Premises

Provided that

- (i) Insurers' liability after the application of all other terms and conditions of the Policy shall not exceed the Sum Insured stated in the Schedule or £250,000 whichever is the less
- (ii) the Insured shall have suffered a loss of profit (as within defined) in consequence of one or more of the above

Subject to a maximum period of eight weeks following re-opening or closure of the Premises whichever is the earliest

Utilities

It is hereby agreed that subject to terms conditions and exclusions of this Insurance loss as insured by this Section resulting from interruption or interference with the Business in consequence of Loss or Damage (as within defined) to Property at an

- (a) Electricity Station or Sub-Station
- (b) Gas Works
- (c) Water Works

Or the Public Supplying Undertaking from which the Insured obtain

- (a) Electric current
- (b) Gas
- (c) Water
- (d) Telecommunications

shall be deemed to be Loss resulting from Damage to Property used by the Insured at the Premises

Provided that Insurers' liability after the application of all other terms and conditions of the Policy shall not exceed the Sum Insured by this insurance or £50,000 whichever is the less

Alternative Trading

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period

Professional Accountants Charges

The insurance under this Section extends to include the reasonable additional charges payable by the Insured to his professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required by Insurers under the terms of this Section and reporting that such particulars or other details are in accordance with the Insureds books of account or other Business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section shall in no case exceed the total Sum Insured by this Section

OPTIONAL EXTENSIONS

(The following extensions are optional and are operative only if shown in Section D of the Schedule and are subject to the other provisions of this Policy)

1. Customers/Suppliers

Subject to the conditions of the Policy loss as insured by item no. 1 as specified in the Schedule under this Section resulting from interruption of or interference with the Business in consequence of Loss or Damage (as within defined) to Property at any Premises within the Territorial Limits of the undernoted customer(s) or suppliers(s) shall be deemed to be loss resulting from Loss or Damage to Property used by the Insured at the Premises

Subject to the premises being located within the Territorial Limits of this Policy

Provided that

If the percentage shown against the name of the customer or supplier at whose Premises Loss or Damage has occurred shall be less than the percentage of the Annual Turnover derived by the Insured from that customer or supplier the amount otherwise payable under the terms of this extension in respect of that customer or supplier shall be proportionately reduced

2. Declaration Linked Conditions Applicable to Estimated Gross Profit

- (a) The basis of payment will be as for Gross Profit but the Liability of Insurers will in no case exceed 133.33% of the Sum Insured stated for Estimated Gross Profit in Section D of the Schedule

In the absence of written notice from Insurers to the contrary Insurers' liability under this Section will not be reduced by the amount of any loss and the Insured will undertake to pay the appropriate additional Premium for such automatic reinstatement of cover

- (b) The Premium is provisional and is based on an Estimated Gross Profit figure for the financial year most nearly concurrent with the Period of Insurance stated in the Schedule

The Insured must send to Insurers not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's professional accountants of the Gross Profit earned during the financial year most nearly concurrent with the expired Period of Insurance

- (c) If any Loss or Damage has occurred giving rise to a claim under this Section for Loss of Gross Profit the declaration of Gross Profit earned will be increased by Insurers for the purpose of adjusting the Premium by the amount by which the Gross Profit was reduced during the financial year solely due to Loss or Damage giving rise to the claim

If the declaration (adjusted as provided above and proportionately increased where the Indemnity Period exceeds 12 months) is

- (i) Less than the Estimated Gross Profit for the related Period of Insurance Insurers will allow a pro rata return of the Premium calculated under the terms of Condition (2) but not exceeding 50% of such Premium
- (ii) More than the Estimated Gross Profit for the related Period of Insurance you will pay a pro rata additional to the Premium calculated under the terms of Condition (2)
- (d) Before each renewal of this Policy the Insured will send to Insurers an Estimated Gross Profit figure for the financial year most nearly concurrent with the Period of Insurance for which Premium is payable on renewal
- (e) The Provisional Premium Conditions under this Section will not apply where the Declaration Linked Conditions apply

Note *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

~~~~~

**SECTION E: ALL RISKS (Including cover away from Insured's Premises)**

## COVER PROVIDED

In the event of All Risks of Physical Loss of or Damage to insured goods as expressly stated within the Schedule whilst within the Territorial Limits Insurers will indemnify the Insured up to the Sum Insured specified in the Schedule

## EXCLUSIONS

This Insurance does NOT COVER

1. Loss or Damage caused by moth vermin inherent vice atmospheric or climatic conditions wear and tear mechanical derangement gradual deterioration or faulty manipulation
2. Electrical Apparatus  
Insurers shall not be liable for Loss or Damage to any electrical plant or apparatus caused by its own over-running short circuit excessive pressure or self-heating but should fire extend to and damage or destroy any other part of the plant or apparatus or other Property insured hereby such Loss or Damage is not excluded by the Policy
3. Loss or Damage caused by the actual process of repair renovation or servicing
4. Depreciation Contamination or Consequential loss of any description
5. Loss or Damage resulting from theft or attempted theft or unexplained shortages from any unattended vehicle unless
  - (a) during Insured's normal working hours all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition or other services removed
  - (b) outside of Insured's normal working hours the vehicle is in a securely locked building gated locked compound or guarded security park and all vehicle doors windows and access points locked and all keys to the doors and ignition removed to a place of safety it is further noted that Insurers' maximum liability under (a) and (b) above is restricted to £10,000 any one loss
6. Loss or Damage caused by Pollution or contamination except (unless otherwise excluded) Loss or Damage to the Property insured caused by
  - (a) Pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion striker(s) locked-out worker(s) person(s) taking part in labour disturbances malicious person(s) other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
  - (b) any of the Perils listed in (a) above which itself results from Pollution or contamination
7. Unexplained disappearance or inventory shortage
8. Loss or Damage to Property arising as a direct result of its own usage
9. Loss or Damage caused by theft unless there is evidence of the following
  - (a) Entry to or exit from a building by forcible and violent means
  - (b) Assault violence or threat thereof to the Insured the Insured's Employees or person(s) to whom the Insured's Property is entrusted
10. Loss or Damage arising out of demolition construction structural alteration or repair of any Property

**Note** *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

~~~~~

SECTION F: LOSS OF MONEY AND PERSONAL ASSAULT EXTENSION

COVER PROVIDED

This Section covers physical Loss or Damage to Money from any cause up to the Limits stated in the Schedule

This section is amended to include non-negotiable money in the following manner

Notwithstanding the limits stated in the Schedule cover includes Money in the form of crossed cheques crossed postal orders crossed bankers drafts premium savings bonds national savings certificates stamped or franked National Insurance cards and VAT purchase invoices belonging to or the responsibility of the Insured.

Insurers liability shall not exceed £250,000 any one loss

In addition Insurers agree to indemnify the Insured for

Damage to Safes

Loss of or Damage done by thieves to safes or strong rooms or any case bag or waistcoat containing money insured therein

Loss of keys

Insurers will also pay for the necessary replacement of locks (to a maximum Limit of £250) to any external door to the Premises or safe or strong room in them following the Loss of keys involving forcible or violent entry to or exit from the Premises or the home of any authorised key holder

Provided that

Keys relating to any safe or strong room will not be left on the Premises overnight

Loss or Damage to Clothing

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

EXCLUSIONS

This does NOT COVER

1. Loss caused by dishonesty on the part of any director partner or Employee of the Insured not discovered within seven working days of the occurrence
2. Loss consequential Loss or shortages due to depreciation or currency fluctuation or clerical or accounting errors or omissions
3. Loss from unattended vehicles
4. Postal sendings
5. Loss or Damage arising outside the United Kingdom the Isle of Man and the Channel Islands
6. Loss or Damage resulting from a safe or strong room being opened by the use of key or combination code through the key or combination code having been left on the Insured's Premises when closed for business or left unattended
7. Loss or Damage caused by theft or attempted theft unless following
 - (a) entry or exit from the Premises by forcible and violent means
 - (b) assault violence or threat thereof to the Insured the Insured's Employees or person(s) to whom the Insureds Property is entrusted
8. Loss or Damage in respect of telephone cards exceeding a Limit of £250 unless as expressly increased in the Schedule
9. Loss due to the use of counterfeit Money
10. That part of any Loss where the amount of £250,000 is exceeded

CONDITIONS

1. **Advice to Police**

The Insured shall immediately inform the police of any Loss or Damage and offer them all reasonable assistance

2. Money on the Insured Premises

The Insured shall transfer cash from the point of collection where amounts exceed £2,500 into a recognised locked safe in accordance with manufacturers monetary Limits during business hours. Furthermore the Insured hereby warrants that all keys/combination numbers to the safe(s) or strong room(s) are kept within a locked cupboard and/or drawer during business hours

3. Custodian Condition

It is a condition precedent to the liability of the Insurers hereunder that where cash in transit exceeds

(a) £2,500 there shall be at least TWO adults in attendance at all times

(b) £7,500 there shall be at least THREE adults in attendance at all times

It is further condition that all cash in transit carryings over £10,000 shall be carried by a registered recognised Security company

Subject otherwise to the terms conditions and limitations of this insurance

PERSONAL ASSAULT EXTENSION

In the event of bodily Injury to the Insured or any director partner or Employee of the Insured (each of whom is hereinafter called the Insured Person) directly due to theft or attempted theft of Money Insurers will pay to the Insured Person compensation in accordance with the Table of Benefits

Table of Benefits

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

DEFINITIONS OF THE PERSONAL ASSAULT EXTENSION (SECTION D)

Bodily Injury

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

Total Disablement

means disablement which entirely prevents the injured person from attending to his business or occupation

Permanent

means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement

Loss of a Limb

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

Loss of Sight

means total and irrecoverable loss of sight

EXCLUSIONS

This extension does NOT COVER

Bodily Injury Death Disablement or Medical expenses where such Bodily Injury Death Disablement or Medical Expenses are the result of or are contributed to by the Insured Person having a physical or mental defect of any sort which was known either by the Insured or the Insured Person when the Policy was issued or at renewal

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

Benefit Limitations

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

Age Limitation

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

CONDITIONS

Assault

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

Medical Examinations

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

Note *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

~~~~~

## **SECTION G: GOODS IN TRANSIT**

### **COVER PROVIDED**

Loss or Damage to Property whilst in transit within the Territorial Limits

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

### **EXTENSIONS**

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

### **EXCLUSIONS**

Loss or Damage in respect of

- (a) cash bank notes cheques money orders postal orders current postage stamps credit card sales vouches embossed stamps holiday stamps VAT purchase invoices bankers drafts national giro drafts franking machine units luncheon vouchers gift tokens and telephone cards all pertaining to the Business and belonging to or the responsibility of the Insured
  - (b) jewellery precious stones bullion furs or curiosities precious metals works of art or rare books
  - (c) documents manuscripts computer systems records or business books
  - (d) explosives
1. Breakage of articles of a brittle nature unless consequent upon an accident in which the carrying vehicle vessel or aircraft is damaged
  2. Loss or Damage to furniture and/or soft furnishings unless consequent upon an accident in which the carrying vehicle vessel or aircraft is damaged
  3. Loss or Damage caused by or in respect of goods detailed in the Special Classification of Explosives and other Dangerous Goods carried by the Railway Companies at Owners Risks only according to the General Railway Classification of Goods List
  4. Loss or Damage caused by or consisting of wear tear latent defect or inherent vice
  5. Loss or Damage caused by or consisting of moth vermin insects damp mildew rust loss in weight evaporation taint leakage or spillage Pollution contamination deterioration depreciation mechanical or electrical breakdown or derangement unless arising as a consequence of fire explosion or accident to the carrying vehicle vessel or aircraft and not otherwise excluded



6. Loss or Damage caused by or attributable to defective or inadequate packing or protection against climatic conditions (other than by lightning) or incorrect and insufficient addressing of any parcel or package
7. Loss or Damage due to delay or Loss of market or consequential Loss or Damage of any kind
8. Loss or Damage which is in any way caused or facilitated by the collusion of any Director or partner of the Insured or any person in the service of or employed by the Insured
9. Loss or Damage to goods carried in open sided/curtained vehicles or any vehicle that cannot be secured
10. Loss or Damage caused by or consisting of
  - (a) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - (b) disappearance or unexplained or inventory shortage
  - (c) theft or any attempt thereat arising whilst any vehicle belonging to or under the control of the Insured and containing the Property insured is left unattended unless
    - (i) all doors have been securely locked all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed
    - (ii) after the last business transit of the day until collected by the driver for the next business transit the vehicle is housed in a securely locked building of standard construction
11. Loss or Damage regarding import shipments until fully discharged or until marine insurance has ceased to cover whichever last occurs

## CONDITIONS

### Reasonable Precautions

The Insured shall take all reasonable precautions in

- (i) maintaining vehicles under their control in an efficient and roadworthy condition and ensure the suitability of the vehicles for the purpose used
- (ii) employing competent and honest person(s) who can be entrusted with the Property insured
- (iii) adequately packaging to withstand normal transit including loading and unloading
- (iv) labelling and addressing of the Property insured

**Note** *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

-----

## **SECTION H: STOCK DETERIORATION FOLLOWING REFRIGERATION BREAKDOWN**

### **COVER PROVIDED**

Insurers indemnify the Insured up to the Sum Insured as specified in the Schedule in the event of Loss of or Damage to Refrigerated Stock whilst contained in the refrigerated units due to a change in the temperature following

1. breakdown of the refrigeration machinery
2. failure of the electricity or gas supply
3. the action of refrigerant fumes escaping from the equipment

### **CONDITIONS**

It is a condition precedent to Insurers' liability under this Section that the refrigerant units are maintained and serviced by the manufacturer installer or professional engineer in accordance with the manufacturers installers or professional engineer's instructions within 30 days of inception of this Insurance and annually thereafter and a service record kept and maintained by the Insured for inspection to Insurers as required. Any defects and/or any recommendations to be remedied immediately

### **EXCLUSIONS**

This Insurance does NOT COVER

1. the deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply
2. failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas authority
3. consequential loss of any nature
4. any refrigeration unit where the value at risk exceeds £10,000

**Note** *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

~~~~~

SECTION I: BOOK DEBTS

COVER PROVIDED

If the Insured's books of accounts other business books or records at the Premises specified in the Schedule should be destroyed or damaged by any of the operative Perils stated in Section B (hereinafter referred to as the Loss or Damage) then Insurers will pay to the Insured the loss sustained in respect of Outstanding Debit Balances directly due to the Loss or Damage and the amount payable in respect of any one occurrence of Loss or Damage shall not exceed

- (a) the difference between
 - (i) the outstanding debt balances and
 - (ii) the total of the amounts received or traced in respect thereof
- (b) the additional expenditure incurred with the prior consent of the Insurers in identifying and establishing Outstanding Debit Balances after the Loss or Damage

If the Sum Insured be less than the Outstanding Debit Balance the amount payable shall be proportionately reduced

The insurance under this Section includes all reasonable additional charges payable by the Insured to the Auditors for producing and identifying any particulars or details contained in the books of account or other business books or records or documents or such other proofs information or evidence as may be required by Insurers

The liability of Insurers during any one Period of Insurance shall in no case exceed the sum stated in the Schedule

DEFINITIONS OF THE BOOK DEBTS SECTION (I)

Outstanding Debit Balance

Means the total shown in the Insured's last audited accounts adjusted for

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

Customers' Accounts

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

CONDITIONS

It is a condition precedent to the liability of Insurers hereon that the Insured's books of accounts or other business books or records in which customers' accounts are shown shall be kept in fire-resistant safes or fire-resistant cabinets when not in use

Note *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

SECTION J: LOSS OF PREMISES LICENCE

COVER PROVIDED

Insurers will indemnify the Insured following an insured loss in the event of the licence granted in respect of the Premises being

1. forfeited under the provisions of the legislation governing such licence or
2. refused renewal by the Licensing Authority

Insurers will indemnify the Insured in respect of

1. the depreciation in value of the interest of the Insured in the Premises by the forfeiture of or refusal to renew the licence not exceeding the Sum Insured stated in the Schedule and in addition
2. the costs and expenses incurred by the Insured with the written consent of Insurers in connection with any appeal against the forfeiture of or refusal to renew the licence

Provided that such forfeiture or refused renewal results from causes beyond the control of the Insured and provided that Insurers liability shall not exceed the Sum Insured stated in the Schedule

CONDITIONS

1. The Insured shall give immediate written notice to the Insurers on becoming aware of any
 - (a) change in the tenancy or management of the Premises
 - (b) transfer or proposed transfer of the licence
 - (c) alteration in the purpose for which the Premises are used
 - (d) notice caution or complaint against the Premises or the control of the Premises
 - (e) proceedings against or conviction of the Insured or of the licence holder manager tenant or occupier of the Premises
 - (f) objection to renewal or any other circumstances whereby the licence or its renewal may be endangered

The Insured shall also supply any additional information and give such assistance as Insurers reasonably require and allow the Insurers access at reasonable times to the Premises

2. In the event of the incapacity death or bankruptcy of or the desertion of the Premises by the licence holder tenant manager or occupier of the Premises or conviction of such person as a result of which the licence or its renewal may be endangered the Insured shall at Insurers request take all practicable measures to secure a replacement of such person who will be acceptable to the Licensing Authority
3. In the event of the licence being forfeited or its renewal refused the Insured shall within twenty four hours of becoming aware of such forfeiture or refusal of renewal give written notice to Insurers stating upon what grounds the forfeiture or refusal of renewal was made

Further the Insured shall

- (a) supply all information and allow access to the Premises books and accounts as may be required by Insurers
 - (b) give all assistance as Insurers may require in respect of any appeal against the forfeiture or refusal of renewal of the licence and allow Insurers full discretion in the conduct and control of such proceedings and allow Insurers to use the name of the Insured in such matters
 - (c) at the request of Insurers apply for a new licence for the same or alternative premises as may allow the Business to be continued
4. The Insurers shall not be bound to accept notice of transfer of any interest insured

EXCLUSIONS

This Section does not cover

1. compensation if the Insured is entitled to obtain such under the provisions of any Act of Parliament in respect of any refusal to renew the licence
2. the forfeiture or refusal to renew arising directly or indirectly from any town or country planning improvement redevelopment or compulsory purchase or the surrender reduction or redistribution of licences in connection therewith
3. the forfeiture or refusal to renew resulting from any alteration in the law
4. the forfeiture or refusal to renew resulting from the failure to comply with the terms and conditions of the licence granted

Note *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

~~~~~

## **SECTION K: COMPUTERS & ELECTRICAL OFFICE EQUIPMENT**

### **DEFINITIONS OF THE COMPUTERS & ELECTRICAL OFFICE EQUIPMENT SECTION (K) ONLY**

#### **Loss or Damage**

Loss or Damage to an item of Computer & Electronic Equipment resulting from the actual breaking distortion or electrical burn-out of any part whilst in use at the Premises arising from defects in the item of equipment causing sudden stoppage of its function and requiring its repair or replacement

In addition this section is extended to include Loss or Damage of Computer & Electrical Equipment caused by any operative Peril as shown in Section B of the Schedule

#### **Data**

Means all information which is

- (a) electronically stored or
- (b) electronically represented or
- (c) contained on any current and back-up disks tapes any dedicated portable storage devices or other materials used for the storage of data

Including but not limited to operating systems records programmes software or firmware code or series of instructions

#### **Indemnity Period**

Means the period beginning with the occurrence of the Loss or Damage and ending not later than the maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Loss or Damage provided that no liability shall attach in respect of any Loss or Damage where the period of interruption does not exceed 24 consecutive hours or accidental failure of the public supply of electricity where the duration of such accidental failure does not exceed 30 consecutive minutes

#### **Maintenance Agreement**

Means a contract providing on-call remedial and/or corrective maintenance with all parts and labour at an inclusive cost

### **COVER PROVIDED**

#### **Static Computer Equipment**

If Loss or Damage occurs to computer equipment and/or data carrying materials whilst at any Premises the Insurers will in accordance with the provisions of this Section pay to the Insured the amount of Loss Damage or at its option reinstate or replace such Computer Equipment and/or data carrying materials provided that the Insurers liability in any one Period of Insurance shall not exceed in respect of any items its Sum Insured or any stated Limit of Indemnity and in the whole the total Sum Insured all as stated in the Schedule

In the event of the computer equipment being damaged by the Perils as stated in the Schedule under Section B the basis upon which the amount payable is to be calculated shall be

- (a) where the computer equipment is damaged to the extent that it cannot be economically repaired its replacement by similar computer equipment of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is impossible to replace computer equipment of similar capacity replacement will be by computer equipment of the next higher capacity
- (b) Where the computer equipment is damaged the repair of the Loss or Damage and the restoration of the damaged portion of the computer equipment to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) the work of reinstatement is commenced and carried out with reasonable despatch
- (ii) where the computer equipment is damaged in part only the Insurers liability shall not exceed the sum representing the cost which would have been paid if the computer equipment had not been wholly destroyed
- (iii) no payment shall be made until reinstatement costs have actually been incurred
- (iv) where for any reason a payment cannot be made in accordance with (a) and (b) above the liability of the Insurers will be arrived at as if this basis of settlement had not been incorporated and shall be subject to the terms and conditions of the Policy

### **Portable Computer Equipment**

In the event of Loss or Damage occurring to Portable Equipment within the Territorial Limits or at the Premises as stated in the Schedule Insurers will in accordance with the provisions of this Section pay to the Insured the amount of loss or at its option reinstate or replace such Portable Equipment provided that the Insurers' liability in any one Period of Insurance shall not exceed in respect of any items the total Sum Insured stated in the Schedule

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

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

### **Increase in cost of Working (Computers)**

Insurers will indemnify the Insured against interruption or interference to the computer operations of the Business in consequence of the Loss or Damage

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

Cover extends to include Professional Accountant's Charges

The amount payable under this Sub-Section in any one Period of Insurance shall not exceed £15,000 any one occurrence

The liability of Insurers under this Sub-Section does not cover

- (a) Interruption or interference to the computer operations of the business due to
  - (i) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertakings system
  - (ii) a scheme of rationing not necessitated solely by accidental Loss or Damage to the public supply undertakings generating or supply equipment

- (iii) intentional overloading or experiments involving the imposition of abnormal conditions
- (b) Interruption of or interference to the computer operations of the Business due to
  - (i) the deliberate act of the telecommunication service exercising their right to withhold or restrict operation of the system
  - (ii) the inability of this service to maintain the telecommunication services to customers due to industrial action by its Employees
  - (iii) the use of machinery and equipment not approved by the telecommunication service or not compatible with their system
  - (iv) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
  - (v) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- (c) interruption of or interference to the computer operations of the Business following breakdown or derangement of any item of the computer equipment or Portable Equipment
- (d) the cost of reinstating data and/or programmes whether recorded on disks tapes or otherwise

#### **Reinstatement of Data**

Insurers indemnify the Insured in respect of the necessarily and reasonably incurred cost of reinstating data contained in the data carrying materials and/or fixed disks in consequence of accidental or malicious erasure loss destruction distortion or corruption discovered during the Period of Insurance. This shall not exceed £25,000 any one Period of Insurance

#### **EXTENSIONS**

##### **Accidental Discharge of Gas Systems Extension**

The Insurers will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property insured arising out of the accidental discharge of such system provided the liability of the Insurers shall not exceed £5,000 any one Period of Insurance under this section

However Insurers shall not be responsible for any costs incurred as a direct result of the gas system being installed commissioned or undergoing any form of testing

##### **Additional Computer Rental**

Insurers will pay the additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for similar Property consequent upon Loss or Damage up to an amount not exceeding £7,500 any one Period of Insurance

##### **Anti-Theft Devices Extension**

Insurers will pay the costs necessarily and reasonably incurred to repair or replace any anti-theft devices fitted to the computer equipment solely for the purpose of security consequent upon Loss or Damage provided that Insurers liability shall not exceed £10,000 any one Period of Insurance under this extension

##### **Incompatibility of Data Extension**

Where Loss or Damage to the computer equipment or Portable Equipment results in undamaged data which is incompatible with the replacement computer equipment or Portable Equipment Insurers will pay for the conversion of the undamaged data into a format which is compatible with the replacement computer equipment/Portable Equipment/data carrying materials

Provided that Insurers' liability shall not exceed £5,000 any one Period of Insurance

The liability of Insurers under this Sub-Section does not cover

- (a) the amount of the Excess as specified in the Schedule
- (b) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertakings system
- (c) a scheme of rationing not necessitated solely by accidental Loss or Damage to the public supply undertakings generating or supply equipment



- (d) the cost of reinstating data or programmes on equipment used for teaching purposes in educational establishments

#### **Investigation Costs Extension**

Insurers will indemnify the Insured following Loss or Damage for reasonable costs incurred including consulting engineers fees in investigating possible repairs (whether or not successful) and/or the reinstatement of an item of computer equipment following Loss or Damage any one Period of Insurance

Insurers' liability shall not exceed £5,000 any one Period of Insurance under this extension

#### **Loss Prevention Measures Extension**

Insurers will indemnify the Insured for any reasonable costs incurred by the Insured to avoid or mitigate Loss or Damage which would otherwise be inevitable subject to the Insurers liability not exceeding £10,000 any one Period of Insurance provided that

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

#### **Removal of Debris Extension**

Insurers will indemnify the Insured against the costs incurred in

- (a) removing any debris and/or dismantling and/or demolishing any item of computer equipment following breakdown
- (b) Protecting any item of computer equipment whether damaged or not provided that this is necessitated by breakdown

Insurers' liability shall not exceed £5,000 any one Period of Insurance under this extension

#### **Software Programmes Extension**

Insurers will indemnify the Insured for the cost of reinstating software programmes in consequence of erasure distortion or corruption occurring during the Period of Insurance and resulting directly from an identifiable cause

Insurers' liability shall not exceed £5,000 any one Period of Insurance under this extension

#### **Temporary Repairs and Expediting Permanent Repairs Extension**

Insurers will indemnify the Insured against reasonable costs incurred in making a temporary repair or in expediting a permanent repair to an item of computer equipment following Loss or Damage

Insurers' liability shall not exceed £5,000 any one Period of Insurance under this extension

### **CONDITIONS**

#### **Computer Back Up Conditions**

It is a condition precedent to the liability of Insurers hereon that computer systems records be backed up daily and that copies of all such records and software stored on disks tapes and any dedicated portable storage devices be removed from the Premises and kept off site or stored within the Premises in a fire resisting safe or cabinet

**Note** *This Section should also be read in conjunction with the General Conditions and General Exclusions sections of this Policy*

**Note** *Any Sum Insured specified under these extensions/additions to cover is superseded if expressly increased in the Schedule*

~~~~~

GENERAL CONDITIONS (Applicable to sections B to K only)

1. Choice of Law

It is hereby agreed between the Insurers and the Insured that indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England

2. Automatic sprinkler and Fire Alarm Installations

The insurance by this Policy shall not be invalidated by any defect in the advised alarm or sprinkler system due to circumstances beyond the control of the Insured arising after the system has been properly set

The Insured shall

- (a) Take all reasonable steps to
 - (i) prevent frost and other Loss or Damage to the installations and in so far as it is their responsibility
 - (ii) maintain the installations (including the automatic external alarm signal) in efficient condition
 - (iii) maintain ready access to the water supply control facilities
 - (iv) ensure that the system is operational as per the professional system engineer's guidelines
- (b) In the event that changes repairs or alterations to the installations are proposed notify Insurers in writing and obtain their prior agreement in writing
- (c) Allow Insurers access to the Premises at all reasonable times for the purpose of inspecting the installations
- (d) Carry out the routine tests as specified by a professional sprinkler system engineer and a service record kept and maintained by the Insured for inspection to Insurers as required and remedy promptly any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation Insurers may at their option suspend any cover which is granted against Loss or Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by Insurers. Notice of any such action will be given by Insurers in writing

3. Burning of Waste Material

It is a condition precedent to liability of Insurers hereon that the following special precautions shall be complied with on each occasion of the burning of waste material of any description

- (a) No fire shall be lit within 10 metres of any building or structure or of any material which is combustible or susceptible to damage by heat or smoke
- (b) Suitable fire extinguishing appliances shall be kept available for immediate use at the point of work
- (c) Every fire will be attended and properly supervised when lit and for the period of not less than one hour after burning has been completed

4. Contract Price

In respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the Conditions of Sale the Sale Contract is cancelled by reason of any Loss or Damage insured under this Policy either wholly or to the extent of the Loss or Damage to Insurers liability shall be based on the contract price

5. Average/Contribution

If at the time of any claim there is any other insurance covering the Insured's interest in the Property lost destroyed or damaged Insurers' liability under this Policy shall be limited to its rateable proportion of such claim

In respect of Property Loss or Damage Insurance only

If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner

6. Fire Appliance Maintenance

It is a condition precedent to the liability of Insurers hereon that fire extinguishing appliances are contained on the Premises and will be maintained in full working order during the currency of this Insurance. Nevertheless this Policy shall not be invalidated by any defect in any of the appliances due to circumstances unknown to or beyond the control of the Insured

7. Mortgagees and Other Interests

The interest of

- (a) any freeholder mortgagee or lessor is noted in the insurance provided by this Section on Buildings
- (b) any other party supplying Property to the Insured under a hiring leasing or similar agreement is noted in the insurance provided by this Section on Machinery Plant and Contents other than Stock

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

8. Process Clause

Insurers shall have no liability under this Policy in respect of Loss or Damage to Property hereby insured which may be sustained whilst the same is under any process and directly resulting therefrom

9. Reinstatement of Sum Insured following loss

In the event of any claim having occurred under this Policy and in the absence of written notice by the Insured to the contrary within 30 days of the Loss or Damage the amount of insurance cancelled by such claim shall be automatically reinstated as and from the date of Loss or Damage the Insured undertaking to pay the Insurers appropriate additional premium for such reinstatement from that date provided that in respect of Loss or Damage by theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance

10. Salvage

The Insured shall at the Insurers' request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall or would become entitled or subrogated upon Insurer paying for or making good any loss under this Policy either such acts and things shall be or become necessary or required before or after the Insurer indemnifies the Insured

Insurers shall not enforce any rights against any company being parent of or subsidiary to the Insured or any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1875 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

11. Tenancy Agreements

It is a condition precedent to the liability of Insurers hereon that in the event of the insured Property being let to a tenant a legal tenancy agreement is to be operative for the duration of this Policy being in force. It is a further condition that no tenant can sub-let such agreement without prior referral to Insurers

~~~~~

## **GENERAL CONDITIONS (Applicable to all sections)**

### **1. Alterations in Risk**

This Policy shall be invalidated if

- (a) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- (b) the Insured's interest cease otherwise than by death or
- (c) any alteration be made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless otherwise agreed by Insurers

### **2. Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a requirement to any right of action against Insurers

### **3. Cancellation**

This Insurance may be cancelled

- (a) by Insurers giving 30 days' notice in writing to the Insured at his last known address. Thereupon the Insured shall become entitled to a proportionate return of premium less any costs incurred prior to the effective date of cancellation by Insurers
- (b) by the Insured giving 30 days' notice in writing to Insurers at the address shown in the Schedule provided a Long Term Agreement is not applicable to the Policy

The Insured shall be entitled only to a return premium in accordance with Insurers' usual short period scale

The Insured shall not be entitled to any return premium if a claim has been notified or paid or reserved within the Period of Insurance

### **4. Claims Notification Requirements**

#### **In respect of Policy Section A**

On the discovery of any circumstance or event which may give rise to a claim under this Policy it shall be a condition precedent to liability that the Insured

1. Shall immediately give written notice to the Insurers or their appointed claims representatives
  - (a) of any circumstances which may give rise to a claim and/or claims being made against the Insured and for which there may be liability under this Policy
  - (b) when a claim is actually made against the Insured (whether written or oral) for which there may be liability under this Policy
  - (c) immediately the Insured has knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith
2. Shall as regards such circumstances of which the Insured is aware may give rise to a claim and/or claims made against the Insured
  - (a) provide the Insurers or their appointed claims representatives with such particulars and information as the Insurers may require immediately on request
  - (b) forward to the Insurers or their appointed claims representatives immediately on receipt every letter Claim Form Writ Summons or other legal process
  - (c) give all information and assistance required as soon as practicable and where the Insurers or their appointed claims representatives has conduct of proceedings within such time limits as are specified in any relevant Practice Directions and pre-action protocols as may be issued and approved from time to time or as notified by the Insurers' legal representatives

- (d) make no admission of liability or payment or offer or promise of payment or indemnity or waiver of subrogation without the written consent of the Insurers or their appointed claims representatives

#### **In respect of Policy Sections B to K**

On the discovery of any circumstance or event which may give rise to a claim under this Policy it shall be a condition precedent to liability that the Insured shall

1. Immediately notify the Insurers or their appointed claims representatives in writing
2. give immediate notice to the Police Authority in respect of Loss or Damage caused by malicious persons or thieves
3. carry out and permit to be taken any action which may be reasonably practicable to prevent further Loss or Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
4. as soon as possible after discovery any defect or danger is to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
5. ensure that any damaged property is kept safe and available for examination
6. give all information and assistance as may be required by Insurers or their appointed representatives
7. within thirty (30) days (7 days in the case of Loss or Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insure by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Insurer or their appointed claims representatives may allow at the Insured's own expense deliver to Insurers or their appointed representatives
  - (a) full information in writing of the claim
  - (b) details of any other insurance relating to the claim
  - (c) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being prima fade evidence of such information and details
  - (d) if demanded a statutory declaration of the truth of the claim and of any matter connected with it

#### **Fraudulent Claims**

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any Loss or Damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

#### **Handling of Claims**

The Insured shall not incur any expense in making good any Loss or Damage without the consent of the Insurers and shall not admit liability for or offer or agree to settle any claim without the written consent of the Insurers who shall be entitled to take over and conduct in the name of the Insured the defence of any claim and to prosecute in the Insureds name for Insurers benefit any claim for indemnity or damage or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim

The Insured shall give to Insurers such information and assistance as Insurers may reasonably require

### **5. Compliance with Conditions**

It is a requirement of this Policy that liability of the Insurers is conditional upon observance of the terms of this Policy relating to anything to be done or complied with by the Insured. This shall include any requirements described in this Policy or any clause attaching to and forming part of this Policy as condition precedents to any liability of the Insurers

## **6. Contracts (Rights of Third Parties) Act 1999 clarification Clause**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 and/or subsequent similar Legislation to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act

## **7. Death of the Insured**

In the event of the death of the Insured Insurers will in respect of liability at law incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this insurance provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms exclusions and conditions of this Insurance in so far as they can apply

## **8. Due Diligence**

The Insured at his own expense shall

- (a) take all reasonable precautions to prevent or diminish Loss or Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Buildings furnishings ways works machinery plant caravans and vehicles in sound condition
- (b) exercise care in the selection and supervision of Employees
- (c) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

## **9. Interpretation**

Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the laws of England. The Statement of Fact Policy and the Schedule shall be read together and form the basis of the contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The Premium for this Insurance has been calculated accordingly

## **10. Keys**

It is a condition precedent to the liability of Insurers hereon that keys relating to any vehicle/ plant/machinery are removed from such vehicle/plant/machinery at the close of business each day and securely locked away

## **11. Misrepresentation**

This Insurance shall be voidable in the event of misrepresentation miss-description or non-disclosure in any material particular

## **12. Non Contribution**

Insurers shall have no liability under this Policy in respect of any Loss Damage or liability which at the time of happening of such Loss Damage or liability is more specifically insured elsewhere except in respect of any Excess beyond the amount which would have been payable under such other policy/policies had this Insurance not been effected  
If any other insurance effected by or on behalf of the Insured is expressed to cover any of the Property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in part or from contributing rateably to the Loss or Damage Insurers liability hereunder shall be limited to such proportion of the Loss or Damage as the Sum Insured bears to value of the Property

## **13. Plant and Machinery Manufacturers Guide**

It is a condition precedent to the liability of Insurers hereon that the manufacturers guide for the operation of plant and machinery is adhered to at all times

#### **14. Portable Heating**

It is a condition precedent to the liability of Insurers hereon that no form of portable heating appliance be used on the Premises other than electrically powered and that such appliances are maintained in good order throughout the Period of Insurance and that no items are stored upon such portable heater and that a clear space of at least one metre be maintained around such heater

#### **15. Premium Adjustment**

If the premium under any Section of this Policy has been calculated (wholly or in part) upon estimates furnished by the Insured the premium charged will be deemed a minimum and deposit premium and any further sums payable by the Insured to Insurers shall be calculated from the expiry of each Period of Insurance following the Insured have supplied to Insurers the actual figures whereupon the Premium for such Period shall be adjusted and the difference paid by or allowed to the Insured as the case may be

The Insured shall keep proper records containing all particulars relative thereto and Insurers shall be allowed to inspect such records at all reasonable times

If Insurers have agreed at commencement of a Period of Insurance to waive the adjustment of premium for any Section which would otherwise be due to be carried out upon expiry of such Period of Insurance then

- (c) at each renewal the Insured shall supply up to date declarations in accordance with Insurers requirements
- (d) in the event of non-renewal of the Policy Insurers may require the premium to be adjusted in accordance with the second paragraph of this Condition

#### **16. Premium Default**

Insurers reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement

#### **17. Sanctions**

Insurers shall not be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that Insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

#### **18. Several Liability**

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

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

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

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

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

**19. Subrogation**

The Insured shall at Insurers’ request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon Insurers paying for or making good any Loss or Damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insurers indemnify the Insured

-----



## **EXCLUSIONS (Applicable to sections B to K only)**

### **1. Excess Clause**

The Insured will bear the amount of any Excess stated in this Policy and/or Schedule attaching and any amount or amounts will be payable by the Insured before Insurers will be liable to make any payment

### **2. Livestock Vegetation and Aquatic Life**

Insurers shall have no liability under this Policy in respect of livestock other animals growing crops trees shrubs grass and/or fish and/or shell fish

### **3. Open Sided Buildings**

Notwithstanding Extension 18 under Section B of this Policy Insurers shall have no liability under this Policy in respect of Loss or Damage resulting from Theft from any Building that is not fully enclosed in its structural form.

### **4. Property in the Open**

Insurers shall have no liability under this Policy in respect of Loss or Damage to any Property whilst stored outside of any fixed permanent structure (as described under the Building Definition) unless agreed and specified as a separate item under the Schedule and/or as extended under the additional coverage extensions

### **5. Sonic Bang**

Insurers shall have no liability under this Policy in respect of Loss or Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

~~~~~

GENERAL EXCLUSIONS (Applicable to all sections)

This Policy does not indemnify the insured in respect of the following

1. Biological or chemical Materials

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

2. Invalid Payments

Property hereby insured where Loss or Damage has been sustained by the Insured consequent upon handing of such insured Property to any third party against any payment or promise of payment by any means whatsoever and where such payment or promises of payment shall prove to be false fraudulent or otherwise invalid or uncollectable for any reason whatsoever

3. Radioactive Contamination

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

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

4. Electronic cyber liabilities

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

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

- (a) the response of a computer to any date or date change or
- (b) the failure of a computer to respond to any date or date change or
- (c) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or
- (d) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website

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

5. Exclusion for Misuse of the Internet and Extra-net

Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the Insureds own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means

6. Terrorism

Liability arising out of Loss Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

- (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to this loss
- (b) any action taken in controlling preventing suppressing or in any way relating to the act of Terrorism

If the Insurers allege that by reason of this exclusion any Loss Damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured
In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect

7. Territorial Limits

Liability occurring outside the limits of United Kingdom the Isle of Man and the Channel Islands unless otherwise stated hereon

8. War

Loss or Damage or any liability directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to Property by or under the order of any Government or public or local authority. Notwithstanding the foregoing it is understood and agreed that this exclusion shall not apply to any original coverage required/governed by statute

COMPLAINTS

This Policy is insured 100% by Syndicate 1991 at Lloyd's so in the event that you wish to make a formal complaint you should contact the Compliance Manager at Lloyd's Syndicate 1991 using one of the following options

- (a) In writing (letter or email) to the address shown below or
- (b) By telephone to the telephone number shown below or
- (c) Face to face (should you wish to speak to someone face to face please telephone Lloyd's Syndicate 1991 at the number shown below and this will be arranged)

The Compliance Manager
Syndicate 1991
R&Q Managing Agency Limited
71 Fenchurch Street
London
EC3M 4BS

Email syndicate1991@rqih.com
Tel +44 (0)20 7 977 0876

Once your complaint is received Syndicate 1991 shall attempt to respond within 10 working days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator

In the event that you remain dissatisfied you can refer the matter to Lloyd's. Their address and contact details are as follows

Policy Holder and Market Assistance
Lloyd's Market Services
One Lime Street
London EC3M 7HA

Email complaints@lloyds.com
Tel +44 (0)20 7327 5693
Fax +44 (0)20 7327 5225

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

If you remain dissatisfied after Lloyd's has considered your complaint you may have the right to refer your complaint to the Financial Ombudsman Service

If you are seeking resolution as an individual acting for purposes outside their trade business or profession as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than £1m annual income or a trustee of a trust with net asset value of less than £1m. You may refer the matter to the following organisation

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel 0800 0234 567
Email complaint.info@financial-ombudsman.org.uk
Website www.financial-ombudsman.org.uk