



Equestrian Trade
Insurance Policy Wording

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ABOUT YOUR INSURANCE POLICY

This insurance **Policy** is a legal contract between **You** and **Us**. This contract is based on the information **You** give **Us** when **You** applied for the insurance and any subsequent information which **You** have supplied.

We will provide cover for those sections shown as covered in **Your Schedule** during the **Period of Insurance** for which **We** have accepted **Your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit shown in the **Policy** or the **Schedule**.

You should read the **Statement of Fact**, **Schedule** and the **Policy** wording together to tell **You** what is covered and what is not covered, how **We** settle claims and other important information.

Some words in this **Policy** have a special meaning. They start with a capital letter and are in bold type whenever they appear in the **Policy**, and are listed under "Definitions" at the start of the **Policy**.

If it does not meet **Your** requirements, **You** must contact **Your** broker or insurance intermediary without undue delay.

CUSTOMER CARE SERVICES

As part of Our commitment to customer care, We have provided additional services to help You when You need it most.

HELPINGS

Claims

We recognise that losses mean disruption to Your Business and that the ultimate test of any insurance Policy is providing a fast, effective, claims service. We also realise that running a Business means that it might not be convenient for You to report a claim to Us during normal office hours. That's why You can now notify Us of any claim when it suits You – any time of the day or night. All You have to do is call.

24/7 CLAIMS

24-hour Claims Helpline – including emergency repairs and catastrophic claim.
(Please refer Your Policy number)

0345 300 4006

EMERGENCY REPAIRS

Should emergency repairs be needed to Your Property, We will put You in touch with a tradesman from Our carefully selected panel. You will have to pay the cost of any work done, but where the Damage is caused by an insured event, You can of course submit the cost as part of Your claim. Whatever the nature of the emergency, You just need to make a single phone call.

CATASTROPHE CLAIM

If You are faced with a major catastrophe, such as a serious fire or flood, We recognise that You will need expert assistance immediately. We will send a representative to help You in a major crisis, 24 hours a day, 365 days a year.

DEFINITIONS – WORDS WITH SPECIAL MEANINGS

This part of the Policy sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in **Bold type** whenever it appears in the Policy, Schedule and endorsements.

Accident

A sudden unexpected unforeseen and identifiable incident.

Additional Expenditure

The **Additional Expenditure** necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Shortage in Turnover** which would have occurred but for this expenditure during the **Indemnity Period** in consequence of the loss of the **Previous Expense** but, not exceeding the amount of the reduction in **Gross Profit** thereby avoided.

Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other **Goods** or products manufactured, sold, handled or distributed or services provided or recommended by **You** or by others trading under **Your** name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

Any One Claim

All **Legal Proceedings** (including any appeal against judgment) arising from or relating to the same **Event**.

Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous erionophyllite or fibrous tremolite or any mixture containing any of these minerals.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibre or particles of **Asbestos**.

Buildings

Buildings (being built masonry of brick, stone, concrete or steel work – combustible materials unless stated differently in the **Schedule** or **Statement of Fact**) and including:

1. the **Shop Front** (except where more specifically insured)
2. landlord's fixtures and fittings in and on the **Buildings**
3. outside **Buildings**, extensions, annexes and garages
4. walls, gates and fences
5. services which shall mean telephones, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the **buildings** to the perimeter of the **Premises** or to the public mains (including those underground).

Business

That shown in the **Schedule** and conducted solely from **Premises** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include:

1. ownership, repair and maintenance of **Your** own **Property**
2. provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
3. fire and security services maintained solely for the protection of **Premises** which **You** own or occupy
4. private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
5. attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment.

But in respect of **Employees' Liability** section of **Liabilities** insurance shall not include any work undertaken **Offshore**.

Business Premises

That part of the **Premises** solely occupied by **You** for the purpose of the **Business** described in the **Schedule**.

Court

A court or other competent authority.

Credit Card(s)

Credit cards, debit cards, charge cards, bank cards, or cash dispensing machine cards issued in Great Britain, Northern Ireland, the Channel Islands or the Isles of Man to You or to any members of Your family permanently residing with You.

Damage

Accidental loss, destruction or damage.

Data

Information represented or stored electronically including (but not limited to) code or series of instructions, operating systems, software, programs and firmware.

Defective Property

Property insured which is defective in design, plan, specification, materials or workmanship.

Defined Peril

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, storms, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslip.

Employee(s)

Any person working under Your control in connection with the Business who is:

1. under a contract of service or apprenticeship with You
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
3. a labourer or person supplied by firm
4. a person engaged by a labour only sub-contractor
5. a self-employed person working on a labour only basis under Your control or supervision
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper
9. persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation
10. in Your insured outworkers or home workers employed under contracts to execute personally any work in connection with the Business

Event(s)

One occurrence of all occurrences of a series consequent on or attributable to one cause or original cause.

Excess

The first part of each and every claim as shown in the Schedule which You and We have agreed will be paid by You.

If cover is provided in respect of an Event under more than one item under the "What is covered" heading within an insurance or under more than one insurance section and if an Excess as defined above applies under more than one such item or insurance then only the Excess which is the highest of those which would have applied separately will be deducted from the total claim payment.

Exclusions(s)

includes demonstrations, trade fairs or shows.

Failure of a system

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

General Contents

In so far as they are not otherwise insured:

1. machinery, plant, fixtures, fittings and other trade equipment

2. all office equipment and other contents;
3. patterns, models, moulds, plans and designs;
4. documents and **Business** books for an amount not exceeding the limit shown in the **Schedule** for any one list;
5. Director', partner' and **Employee'** personal effects including clothing, pedal cycles, boats, instruments and the like for an amount not exceeding the limit shown in the **Schedule**
 - but any cover granted under this insurance for **Damage** by theft, shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **Motor** and securities of any description;
6. motor vehicles, motor cycles and their contents;
7. closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which **You** are responsible and which are securely fixed to the external structure of the **Building**;
8. **Glass**, sanitary ware, toilet and illuminated signs and electric light fittings;

Glass

1. Normal flat annealed glass including lettering on it
2. Toughened and laminated glass including lettering on it
3. Mirrors
4. Bent, tilted, slanted or fixed glass
5. Decoration or protective film or slant film on glass

Goods

Property (not including Unspecified Equipment and Specified Equipment) which belongs to **You** or for which **You** are responsible and is incidental to the **Business**.

Great Britain

England and Wales and Scotland but not the territories sea adjacent thereto (as defined by The Territorial Sea Act (1987)).

Gross Profit

The amount by which the sum of the amount of the **Turnover** and the amounts of the closing **Stock** and work in progress shall exceed the sum of the amounts of the opening **Stock** and work in progress and the amount of the **Uninsured Variable Costs**.

- Note**
1. Value Added Tax is included to the extent that **You** are accountable to the tax authorities
 2. Any adjustment implemented in current cost accounting is disregarded
 3. The amounts of the opening and closing **Stocks** and work in progress shall be arrived at in accordance with **Your** normal accounting methods due provision being made for depreciations.

Money Paid Receivable

The amount of **Money** paid or payable to **You** by others in respect of accommodation and services provided at the **Premises**.

Gross Revenue

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

Ground Level

Upward or level movement of the site on which **Your Buildings** stand caused by settling of the ground.

Hospital

Any institution which meets fully every one of the following criteria:

1. maintains permanent and full time facilities for the care of overnight resident patients and
2. has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of **Medical Practitioners** and
3. continuously provides a 24-hour a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
4. is not other than incidentally an institution which provides full time facilities for
 - A) mentally ill or mentally handicapped persons
 - B) nursing of convalescing
 - C) aged persons of 70 years or more
 - D) drug addicts
 - E) alcoholics

Incident

All individual losses arising out of and directly occasioned by one sudden, unexpected specific **Event** occurring at an identifiable time and place.

Insuring Period

The period beginning when the **Damage** occurs and ending when the results of the **Business** seem to be affected by the **Damage** but not exceeding the **Maximum Indemnity Period** (as shown in the **Schedule**).

Injury

bodily injury, mental injury, death, disease or illness.

Intruder Alarm System(s)

includes all items and equipment used to transmit the signal to and from the **Premises**.

Inspector

Any person or key holding company authorized by **You** who is available at all times when the **Intruder Alarm System** is set to accept notification of faults or alarm signals or messages relating to the **Intruder Alarm System**.

Landslip

Downward movement of sloping ground.

Legal Proceedings

The pursuit or defence of legal or taxation disputes.

Limit of indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Limit of liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred:

- 1 in both eyes if the insured person's name is added to the Register of Blind Persons, or the authority of a fully qualified ophthalmic specialist
- 2 in one eye if the degree of light remaining after correction is 1/50 or less on the Snellen scale (meaning being at 5 feet what the insured person should see at 50 feet)

Loss of limb

In the case of a leg lost by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg and in the case of an arm lost by physical severance of the entire four fingers through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

Maximum Contract Price

The maximum price of any **Contract** for which **We** will provide indemnity as stated in the **Schedule**.

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Registered **Medical Practitioner** and of **Hospital**, nursing home and ambulance charges.

Medical Practitioner

Any legally qualified medical practitioner other than:

- 1 an Insured Person
- 2 a member of the immediate family of an Insured Person
- 3 Your Employee

Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and especially includes integrated circuits and microcontrollers.

Money

Being both **Negotiable Money** and **Non-Negotiable Money**

Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed bank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed Money orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange (including vouchers), consumer interactive vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

Non-Negotiable Money

Crossed cheques (other than pre-signed bank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed Money orders, issued units in banking machines, National Savings certificates, Premium Bonds, credit company sale vouchers and VAT purchase invoices.

North America

The United States of America or Canada or any other territory within the jurisdiction of either such country.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on its land based return from such offshore rig or platform.

Outstanding Debt Balances

The total recorded under Duplicate Records (as detailed in Requirements which You must comply with to minimise loss of) adjusted for

1. bad debts
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage** and
3. any abnormal condition of trade which had or could have had a material effect on the **Business**

so that the figures thus adjusted shall represent as fairly as reasonably practicable (there where would have been obtained at the date of the **Damage** had the **Damage** not occurred.

- | | | |
|------|----|--|
| Note | 1. | Value Added Tax is excluded to the extent that You are accountable to the tax authorities. |
| | 2. | Any adjustment implemented in current cost accounting is disregarded. |

Period of Insurance

The period shown in the **Schedule** and any other period for which We accept Your Premium.

Period of Rest

The maximum period from the date of **Damage** for which We are liable to pay any loss of **Rest**.

Person Employed

1. Employee
2. labour master and individuals supplied by firm
3. individual employed by labour only sub-contractors
4. self-employed individual (not being in partnership with You)
5. individual hired to be borrowed by You
6. individual undertaking study or work experience while under Your supervision
7. volunteer

while under Your direct control and supervision.

Persons Entitled to Indemnity

1. **You**
2. **Your personal representatives in respect of legal liability incurred by You**
3. **at Your request**
 - A) **any principal**
 - B) **any of Your directors or partners**
 - C) **any Person Employed**

against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

- (M) **the officers, committee members and members of Your carter, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or mental practitioners in relation to medical services provided**
- (N) **any of Your directors or partners or Employees in respect of private work undertaken by any Person Employed for such directors, partners or Employees with Your prior consent**

provided that such people shall keep to the terms, conditions and limitations of this Policy in far as they can apply

Printing

Any access or attempted access to Data or information made by means of misrepresentation or deception

Policy

The policy wording (along with the Schedule and Statement of Fact) which forms part of the legal contract between You and Us.

Premises

The address as shown in the Schedule

Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by You in connection with the Business and so long as in your possession or control.

Property

Material property but shall not include Data.

Property Insured

1. **Buildings**
2. **Shop Front**
3. **Tenant's Improvements**
4. **General Contents**
5. **Stock**
6. **Other Property**

in the Premises including within the open parts forming part of the Premises (subject to any specific exclusions) all as defined in the Policy or more fully described in the Schedule and all being Your Property or for which You are responsible but excluding

- A) **Property which is more specifically insured**
- B) **items specifically notified to and accepted by Us as insured**
 - i) **land, roads, pavements, pits, drains, bridges, culverts or excavations**
 - ii) **livestock, growing crops or trees.**

Rate of Gross Profit

The rate which Gross Profit would have borne to Turnover during the Indemnity Period (Business Interruption Insurance) had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the proviso that the amount of Gross Profit shall be proportionately increased to correspond with the maximum Indemnity Period (Business Interruption Insurance) where it exceeds twelve months).

- Note**
1. Value Added Tax is included to the extent that You are accountable to the tax authorities.
 2. Any adjustment implemented in current cost accounting is disregarded.

Gain

Any Money of the nature of rent including service charges which You receive or pay.

Schedule

The document providing details of the various insurances which are included in Your Policy together with the levels of cover applying under each article.

Shop Front

The frontage of the Building including all fixed Glass and shutters, blinds, neon and illuminated signs, closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

Speculative Development

Property built for sale or letting by You either than under a Contract for a principal.

Standard Turnover

The Turnover which would have been obtained during the Indemnity Period had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the proviso that the amount of Gross Profit shall be proportionately increased to correspond with the maximum Indemnity Period where it exceeds twelve months).

- Note**
1. Value Added Tax is included to the extent that You are accountable to the tax authorities.
 2. Any adjustment implemented in current cost accounting is disregarded.

Statements of Fact

The documents setting out information provided by You or Your representative as being relevant to the cover that has been applied for. It also includes assertions We have made about factual circumstances relevant to the cover and which are confirmed by You as true and correct.

Stock

Stock and materials in trade, work in progress and finished Goods (including telephone cards, railway tickets, scratch cards and postage stamps intended for sale).

Stock in the Cold Chamber

Stock in the Cold Chamber also includes Stock which at the time of the Damage giving rise to such determination or justification would normally be placed in the cold chamber but is elsewhere on the Premises.

Subsidence

Downward movement of the site on which Your Buildings stand by a cause other than the weight of the Buildings themselves.

System

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

Tenant's Improvements

All tenant's improvements, alterations, additions and decorations belonging to You or for which You are responsible.

Territorial Limits

Great Britain, Northern Ireland, The Channel Islands and Isle of Man.

Turnover

The Money paid or payable to You for Goods sold and delivered and for services rendered in course of the Business at the Premises.

Uninsured Variable Costs

1. Purchases and related discounts
2. Bad debts

unless otherwise shown in the Schedule.

Note: The meaning of these Coins will be that usually attached to them in Your account.

Businesses

Any period when the Premises are:

1. not used for the purposes of the business and/or
2. unoccupied and/or
3. empty, void, vacant or closed and/or
4. awaiting refurbishment, redevelopment, renovation or demolition.

Computer Equipment

Electronic and photographic Business equipment owned by You or for which You are legally responsible as shown in the Schedule.

Code

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy disks or CD-ROMS or otherwise and whether involving self-replication or not.

Water Table Level

The level below which the ground is completely saturated with water.

Wylfa/Daf

Royal & Sun Alliance Insurance plc, St Mark's Court, Chart Wey, Horsham, West Sussex, RH12 1XG.

Working Hours

The period during which the Premises are actually occupied for Business purposes and during which You or Your Employees who are entrusted with Money are in the Premises.

You/Your/Yourself/Yourself

The Policyholder shown in the Schedule.

PROPERTY DAMAGE INSURANCE

This insurance only applies where shown as included in the **Schedule**.

WHAT IS COVERED

If any of the **Property Insured** described in the **Schedule** suffers **Damage** by any event covered under this insurance We will pay You the amount of loss or in Our option reimburse or replace such **Property** provided that Our liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated **Limit of Liability**.

Events

The following **Events** only apply where shown as included under operative events in the **Schedule**:

1. Fire, smoke, lightning, explosion and earthquakes

Other than

- (i) **Damage to Property** caused by its undergoing any process involving the application of heat.

2. Riot, civil commotion, strikes, locked-out workers or persons taking part in labour disturbances or malicious persons

Other than

- (i) **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
- (ii) **Damage** arising from stoppage of work.
- (iii) **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- (iv) **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

3. Storm or flood

Other than

- (i) **Damage** caused solely by change in the **Water Table Level**.
- (ii) **Damage** caused by frost, **Subsidence**, **Ground Heave** or **Landslip**.
- (iii) **Damage** to fences, shut gates and moveable **Property** in the open.

4. Escape of water from any tank, apparatus, pipe or appliance

Other than

- (i) **Damage** by water discharged or leaking from an automatic sprinkler installation.
- (ii) **Damage** while the **Premises** are empty or not in use in connection with the **Business**.

5. Impact by

- A. any road vehicle including any fork lift truck or other industrial vehicle or
- B. an aircraft or other aerial devices or articles dropped from them or
- C. an animal

6. Accidental escape of water from any automatic sprinkler installation

Other than

- (i) **Damage** while the **Premises** are empty or not in use in connection with the **Business**.
- (ii) **Damage** by heat caused by fire.

7. Theft or attempted theft

Other than

- (i) **Damage to Property** in any part of the **Building** not occupied by You for the purpose of the **Business** or by You or any of Your directors, **Employees** or family members for private residential purposes.
- (ii) **Damage to Property** unless resulting from forcible and violent entry to the **Premises**.
- (iii) **Damage** to lead forming part of the exterior of the **Premises**.
- (iv) **Damage** to moveable **Property** in the open.
- (v) **Damage to Property** in any outbuilding.
- (vi) **Damage** expedited or in any way brought about by You or by any of Your directors, partners or **Employees**.

- vii) **Damage** due to a person obtaining any **Property** by deception.
- viii) **Damage** to securities of any description.
- ix) **Damage** due to disappearance or unexplained or inventory shortage.

8. Subsidence, Ground Heave or Landlip

Other than:

- i) **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
- ii) **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
- iii) **Damage** arising from normal settlement or bedding down of new structures.
- iv) **Damage** commencing prior to the granting of cover under this insurance.

9. Oil issuing from a fixed heating installation or connected apparatus

Other than:

- i) The cost of replacing the oil.

10. Falling trees or their branches

Other than:

- i) **Damage** caused by felling or lopping by You or on Your behalf.

11. A) Accidental breakage of face Glass and fixed sanitary ware

B) Accidental Damage to neon and illuminated signs and electric light fixtures

forming part of the **Buildings** at the **Premises** and either owned by You or for which You are legally responsible for repair.

Other than:

- i) **Damage**
 - A. as a direct result of alterations to the framework or position of any **Glass** or neon and fluorescent signs and electric light fixtures or sanitary ware.
 - B. while the **Premises** are empty or not in use in connection with the **Business**.
 - C. existing prior to the commencement of this insurance and not subsequently repaired.

12. Any other Accident

Other than:

- i) **Damage** by any of the **Events 1 – 11** or the causes shown under 'Other than' for each of those **Events** (whether or not insured).
- ii) **Damage** to any **Property** caused by:
 - A. its own faulty or defective design or materials.
 - B. inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause.
 - C. faulty or defective workmanship, operational error or omission on Your part or that of Your **Employees** but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
- iii) **Damage** caused by:
 - A. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, worms, pests or insects.
 - B. change in temperature, colour, luster, texture or finish.
 - C. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, autoclaves, super heaters, pressure vessels or any range of connected steam and feed piping.
 - D. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates but not:
 - i) such **Damage** which shall result from other **Damage** which is covered by this insurance
 - ii) subsequent **Damage** which itself results from an insured **Event**.
- iv) **Damage** caused by contamination or pollution.
- v) **Damage** caused by acts of fraud or dishonesty.
- vi) **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- vii) **Damage** to a **Building** or structure caused by its own collapse or cracking.
- viii) **Damage** to fences, gates and movable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
- ix) **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing.

- xi) Commissioning, servicing or repair;
- xii) **Damage to Property** in transit;
- xiii) **Damage to Money** and securities of any description;
- xiv) **Damage to vehicles** licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, aircraft or aircraft;
- xv) **Damage to Property** or structures in course of construction or erection and to materials or supplies relating to such Property or structures.

EXTENSIONS TO COVER

This insurance also covers:

1. Extinguishing Expenses

The costs incurred by You in refilling fire extinguishing appliances and replacing used fire-fighter heads solely as a result of insured **Damage to the Property** insured up to the limit shown in the **Schedule** for any one loss.

2. Emergency Services

Damage to landscaped gardens and grounds caused by fire emergency services when attending the **Premises** as a result of **Damage** by any of the insured **Events 1 to 13** of this Insurance up to the limit shown in the **Schedule** for any one loss.

3. Tanks and Access and Repair or Replacement

Damage occurring as a result of escape of water or oil is insured by **Events 4** (Escape of water from any tank, apparatus, pipe or appliance), **8** (Accidental escape of water from any automatic sprinkler installation) and **9** (Oil escaping from a fixed heating installation or connected apparatus) including:

- A) the costs necessarily incurred in locating the source of such **Damage**;
- B) the costs necessarily incurred in repairing and making good any **Damage** caused in locating the source of the **Damage** and
- C) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by flooding

up to the limit shown in the **Schedule** for any one loss.

4. Broken Glass

The costs of:

- A) any necessary boarding up or temporary glazing shanty to secure the **Premises** pending replacement of broken **Glass** if a replacement cannot be made at the same time;
- B) removing and re-fixing window fittings, framework and other obstacles to replacement;
- C) repairing or replacing window frames;
- D) replacing fixed **Glass** and sanitary ware in any part of the **Buildings** at the **Premises** also occupied by You as a private dwelling provided that such **Glass** and sanitary ware are not insured on another **Policy**

incurred as a result of **Damage** by any of the insured event 1 - 13 of this Insurance up to the limit shown in the **Schedule** for any one loss including **Damage** covered by event 12 (A - Accidental breakage of fixed **Glass** and fixed sanitary ware / B - Accidental **Damage** to roof and illuminated signs and electric light fittings).

5. Theft Cover Extension

- A) The cost of repairing **Damage** to the **Buildings** as a result of theft (whether or not the **Buildings** are insured by this Insurance) if You are responsible for the repairs and the **Damage** is not insured by another **Policy**.

Other than:

- i) **Damage to Buildings** which You own but have failed to insure under this **Policy** or any other **Policy**;
- ii) The expenses incurred in necessarily replacing locks to the **Buildings** or any safes or strong rooms in them following theft of keys from such **Buildings** or from the residence of any of Your authorised key-holding directors, partners or **Employees** up to the limit shown in the **Schedule** for any one loss;
- iii) **Damage** by theft or attempted theft to items of garden furniture and play equipment kept in the open at the **Premises**.

6. Repair Costs

Repair costs for which You are responsible in respect of **Damage to**:

- A) the **Buildings** caused by falling television or radio receiving aerials, aerial fittings and masts or satellite dishes;
- B) underground water, gas and drainage or electricity cabling extending from the **Buildings** to the public main.

7. Unauthorised Use of Electricity, Gas or Water

The cost of metered electricity, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession, leasing possession or occupying the Premises without Your authority up to the limit shown in the Schedule for any one Period of Insurance.

Other than

(i) **Damage unless**

- A the Premises have been inspected weekly by You or a responsible person on Your behalf prior to the unauthorised occupation of the Premises
- B all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.

8. Loss of Metered Water

The additional metered water charges incurred by You as a result of Damage caused by any of the Events insured up to the limit shown in the Schedule for any one loss.

The amount payable shall be ascertained by comparing the charge made by the water supplier on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting Your liability for metered water charges during such period.

Other than

- (i) Any loss for which remedial action has not been taken within 14 days of the discovery of the Damage.

9. Property of Other Locations

Damage to

- A) documents and business books whilst removed from the Premises to any location and whilst in transit
- B) any other General Contents (excluding vehicles licensed for road use) whilst temporarily removed from the Premises to any location and whilst in transit for cleaning, renovation, repair or other similar purposes

up to the limits shown in the Schedule for any one loss.

Other than

(i) **Damage by Theft from**

- A any Building not permanently occupied by You for the purpose of the Business unless the Building is securely locked
- B any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stored at the same time
- C any vehicle which is away from Your own Premises or a site where You are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked Building or guarded security park

(ii) Any Property that is insured on another Policy

(iii) Damage occurring outside the Territorial Limits as shown in the Schedule for Contents temporarily removed.

10. Repairs and Additions - Buildings, Shop Front, Tenant's Improvements and General Contents

Alterations or additions made to any Buildings or Shop Front insured or Buildings, Shop Front, Tenant's Improvements or General Contents acquired or constructed up to the limit shown in the Schedule during the Period of Insurance at any Premises covered by this Insurance or elsewhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. Cover will be subject to the terms of the Insurance and will apply from the time from which You become responsible for such Property until the next renewal of the Policy at which date specific Insurance should be effected.

The sum payable by each item shall be deemed to be increased for that period only by the value of the additional Property insured under the item but by not more than the limits specified in the Schedule at any one Premises.

Other than

- (i) Damage to Property insured on another policy.

11. Increased Amount at Stock

The Stock sum insured specified in the Schedule under this section is increased by the amount as specified in the Schedule during the Period of Insurance to additional stock purchased for any religious festival, fund raising or fête.

12. Insuring

An adjustment in the sums insured shown on the Schedule, excluding Rent, will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.

For Your protection We will not reduce Your sums insured if the index moves down unless You ask Us to.

No extra charge will be made for any increase in sums insured until the renewal of the Policy when the renewal premium will be based on adjusted sums insured.

13. Deterioration of Stock insurance

Damage that occurs as a result of deterioration or putrefaction of **Stock in the Cold Chamber** and food belonging to You or any member of Your family permanently residing with You of any refrigeration unit which at the Premises due to

- I. the rise or fall in temperature resulting from any cause not excluded
- or
- J. the action of intelligent fumes which have escaped from the machine during the Period of Insurance

up to the limit shown in the Schedule for any one loss.

- Other than
- i. **Damage to Stock in the Cold Chamber** of any refrigeration unit which at the commencement of the Period of Insurance in which the **Damage** occurred was more than thirty years of age.
 - ii. Deterioration or putrefaction resulting from **Damage** at the Premises by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped from them or by leakage from a sprayer installation.
 - iii. **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply.
 - iv. **Damage** resulting from Your deliberate neglect.
 - v. loss of goodwill or any loss which is not a direct result of the Event which led to a claim under this insurance.

14. Money Insurance

Damage to Money and Property described up to the Limit of Liability any one loss as shown in the Schedule

- A) **Negotiable Money**
 - i. in Your Business Premises during Working Hours or in transit or in a bank night safe and thereafter within bank Premises until at the bank's risk up to the limit shown in the Schedule for any one loss.
 - ii. in Your Business Premises out of Working Hours
 - in locked safes or strongrooms up to the limit shown in the Schedule for any one loss.
 - in all other locked safes or strongrooms up to the limit shown in the Schedule for any one loss.
 - not in a locked safe or strongroom up to the limit shown in the Schedule for any one loss.
 - iii. in Your residence or that of Your directors, partners or Employees
 - iv. whilst in a locked safe or whilst an adult is in the residence up to the limit shown in the Schedule for any one loss.
 - v. otherwise up to the limit shown in the Schedule for any one loss.
 - iv. **Non-Negotiable Money** up to the limit shown in the Schedule for any one loss.
 - v. **Damage to clothing and personal effects** belonging to You or any of Your directors, partners or Employees following a robbery or attempted robbery whilst engaged in the Business up to the limit shown in the Schedule for any one loss.
 - vi. Stamped or impressed National Insurance Cards up to the limit shown in the Schedule for any one loss.
 - vii. **Damage** following theft or attempted theft to any postal banking machine, safe, strongroom or any container or receptacle used for the carriage of Money belonging to You or for which You are responsible up to the limit shown in the Schedule for any one loss.

- Other than
- i. **Damage by theft** by any of Your directors, partners or Employees unless the theft is discovered within seven working days of the occurrence.
 - ii. **Damage by theft** from an unattended vehicle.
 - iii. **Damage to or corruption of Data** whether in whole or part.
 - iv. Shortage due to error or omission.
 - v. **Damage due to the use of counterfeit Money**
 - vi. **Damage outside of Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.**

15. Personal Injury (Sickness)

We will pay the appropriate benefit to You in accordance with the amounts shown in the **Schedule** if accidental bodily injury is sustained by any Insured Person

- A) solely and directly as a result of robbery or attempted robbery while engaged in the **Business** and
- B) where the victim is the sole cause of death, disablement or incurring of **Medical Expenses** for which the benefit is claimed

Benefits

- A) Death
- B) Loss of Eye or Loss of Limb
- C) Permanent total disablement other than by Loss of Eye or Loss of Limb from partial employment of any and every kind
- D) Temporary total disablement from usual occupation
 Benefit payable per week for a maximum of 524 weeks in all and not necessarily consecutive
- E) **Medical Expenses** necessarily incurred in the treatment of the Insured Person

Reimbursement up to the amount shown in the **Schedule** payable per week for a maximum of 524 weeks

- Other than
- i) Bodily injury sustained by any person before such person attains the age of sixteen years or after the expiry of the **Period of Insurance** during which such person attains the age of eighty years.
 - ii) Bodily injury, death, disablement or **Medical Expenses** resulting from or contributed to by the Insured person having a physical or mental defect of any sort which was known either to You or the insured person when the **Policy** was issued or at renewal unless the defect has been notified to Us and accepted in writing by Us.
 - iii) Sickness or disease of any naturally occurring condition or degenerative process or the result of a gradually occurring cause.

16. Exhibition

Damage by any cause to **Goods** whilst at Exhibitions within the Territorial Limits and up to the limits shown in the **Schedule**

- Other than
- i) **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.
 - ii) **Money** and securities.
 - iii) **Goods** left at any Exhibition premises for longer than 7 days.
 - iv) **Damage to**
 - A. machinery due to its own running or operation
 - B. **Goods** by atmospheric or climatic conditions in respect of Exhibitions held in the open or in marquees or in tents.
 - C. **Goods** whilst being demonstrated, tested or worn
 - v) **Damage** as a result of theft of **Goods** left unattended at the Exhibition premises
 - A. during Exhibition opening hours
 - B. outside Exhibition opening hours unless theft involves entry to or exit from the rooms containing the **Goods** by forcible and violent means or the Exhibition premises or site is patrolled by security personnel.

17. Non Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to You or beyond Your control, provided that immediately You become aware of any such act or omission or alteration You shall inform Us and pay such additional premium as We may reasonably require.

18. Property Stored in the Open

Cover extends to include **Damage to Property** within the confines of the **Premises** and for which You are legally responsible, provided that

- A) **Damage** shall mean loss or destruction of or damage to such **Property** by Fire, Lightning, Explosion and Aircraft only (as defined below) and
- B) The most We will pay in respect of any one claim is as shown in the **Schedule**

WHAT IS NOT COVERED

1. The amount of the **Excess** as shown in the **Schedule**

2. Marine Risks

Damage to Property which at the time of the **Damage** is insured or would but for the existence of this insurance be

insured by a marine Policy or policy except in respect of any excess beyond the amount which would have been payable under the marine Policy or policies had this insurance not been effected.

3. Comets

Damage caused by pressure waves caused by aircraft or other aerial objects travelling at sonic or supersonic speeds.

4. War and Armed Strife

Damage caused by

- A. riot or civil commotion unless such Event is specifically insured and then only to the extent stated
- B. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

5. Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the **Property Insured** caused by

- A. pollution or contamination which itself results from any Event insured (other than Event 13 (Any other Accident))
- B. any Event insured (other than Event 13 (Any other Accident)) which itself results from pollution or contamination.

6. Nuclear Contamination

Damage to any **Property** whatsoever or any loss of capital whatsoever resulting or arising there from or any loss directly or indirectly caused by or contributed to by or arising from

- A. emitting radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B. the fissionable, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

7. Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

- A. terrorism regardless of any other cause or Event contributing concurrently or in any other sequence to the loss and
- B. in Northern Ireland civil commotion.

This insurance also includes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at concealing, preventing, suppressing or in any way relating to an act of terrorism.

in Great Britain and Northern Ireland terrorism means

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

in so far that this insurance is extended to include any situation elsewhere than in **Great Britain and Northern Ireland** terrorism means

- any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:
 - A. influence any government or any international governmental organisation or
 - B. put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this insurance the burden of proving that such **Damage** or loss is covered shall be upon You

8. Computer Data

A. Damage to Data which shall include but shall not be limited to

- (i) **Damage** to or corruption of **Data** whether in whole or in part
- (ii) unauthorised appropriation of use of access to or modification of **Data**
- (iii) unauthorised transmission of **Data** to any third parties

- (k) **Damage** arising out of any deterioration, use or misuse of Data;
- (l) **Damage** arising out of any operator error in respect of Data;

B. Damage to the Property Insured arising directly or indirectly from:

- (i) the transmission or impact of any Virus;
- (ii) unauthorised access to a System;
- (iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication;
- (iv) **Failure of a System**;
- (v) anything described in A) (i) to (v) but in respect of (i) to (v) this shall not exclude subsequent **Damage** which itself results from any of the **Events** covered provided that such **Damage** does not arise by reason of any willful act or omission.

PROPERTY DAMAGE INSURANCE - NOW WE SETTLE CLAIMS

Now We will be liable for Damage to Buildings, Good Fruits, Jewellery, Furnishings and General Contents

(other than motor vehicles, directors' personal and Employees' personal effects, documents and Business books)

As long as the **Damage** is covered under this Insurance We will pay You

Cost A

The cost of reinstatement which is

1. the cost of rebuilding where the **Property** is destroyed or the cost of replacement by similar **Property** in the case of **General Contents**;
2. the cost of repairing or restoring the **Damaged** portions where the **Property** is **Damaged**;

all to a condition substantially the same as but not better or more extensive than its condition when new.

Cost B

The cost of complying with Public Authorities requirements which is the additional cost of reinstatement of the **Property** incurred with Our consent in complying with building regulations or local authority or other statutory requirements first imposed upon You following the **Damage** provided that:

1. the reinstatement is completed within twelve months of the occurrence of the **Damage** or
2. within such further time as We may allow in writing excluding:
 - A. the cost of compliance with any of the above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations;
 - B. any rent, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Cost C

The cost of removing debris which is the cost incurred with Our consent in removing debris, dismantling, demolishing, stacking up and propping portions of the **Property** including any costs or expenses:

1. incurred in removing debris except from the site of such **Damaged Property** and the cost immediately adjacent to it;
2. arising from pollution or contamination of **Property** not insured by this Insurance.

Cost D

The cost of professional fees which are those professional fees necessarily incurred in the reinstatement of the **Property** but not for preparing any claims.

Additional factors when settling these claims:

The work of reinstatement or rebuilding site

- The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to Your usual events provided that it does not increase Our liability.

Partial Damage

- Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement:

1. until the cost of reinstatement has actually been incurred;
2. if the work of reinstatement is not carried out as quickly as is reasonably practicable;
3. if at the time of its **Damage** the **Property** is covered by any other insurance effected by **You** or on **Your** behalf and such other insurance is not on the identical basis of reinstatement defined in Cost A above;
4. if in the **Schedule** it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies **We** will pay the value of the **Property** at the time of its destruction or the amount of the **Damage** including the cost of:

1. complying with Public Authorities' requirements;
2. removing debris;
3. professional fees

as defined in Cases B, C and D above and subject to the provisions and exceptions applying to those costs.

Your sum insured – the amount for underinsurance

- If at the time of the **Damage** the sum insured applying to the relevant **Buildings, Shop front, Tenant's Improvements and General Contents** item is less than 95% of the Insurable Amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.
- Insurable Amount is the total of the above Costs A, B, C and D in reinstating the **Property** insured to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.
- However, if the loss is settled under the Alternative Basis of Settlement the sum insured of the relevant item shall be 110% of the Base Value (above) and the Insurable Amount shall be the total of the value at the time of the **Damage** of the **Property** insured by the item and the additional Costs B, C and D above.

How We settle claims for Damage to documents and business data

We will pay You

1. the value of the originals as stationary;
2. the cost of clerical labour in writing up such documents;
3. the costs necessarily incurred in connection with the reproduction of any information to be recorded excluding:
 - A) the value to **You** of the information;
 - B) any amount in excess of the limit chosen in the **Schedule** for any one item.
4. the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred:
 - A) in removing debris except from the site of such **Damaged Property** and the area immediately adjacent to it;
 - B) arising from pollution or contamination of **Property** not insured by this insurance.

How We settle claims for Damage to Stock and other insured Property not specifically provided for

We will pay You

1. the value of the **Property** at the time of its destruction or the amount of the **Damage**;
2. the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred:
 - A) in removing debris except from the site of such **Damaged Property** and the area immediately adjacent to it;
 - B) arising from pollution or contamination of **Property** not covered by this insurance.

Your sum insured – the amount for underinsurance

- If at the time of the **Damage** the sum insured for **Stock** or other insured **Property** not specifically provided for is less than the Insurable Amount (see below), the amount otherwise payable shall be proportionately reduced.
- The Insurable Amount shall be the value at the time of **Damage** of the **Property** insured by the item.

How We settle claims in respect of loss of Rent of Buildings which suffer Damage

We will pay You

- I. The actual reduction in Rent received solely as a result of the Damage if the loss relates to Rent receivable by You
 - II. The amount of Rent which continues to be payable by You in respect of the Buildings or portions of the Buildings which will not for occupation solely as a result of the Damage if the loss relates to Rent payable by You
- but Our liability shall be limited to the loss suffered within the Period of Rent insured (as shown in the Schedule) commencing from the date of the Damage.

Your sum insured – the sum for underinsurance

- If at the time of the Damage the sum insured for Rent is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.
- The Insurable Amount shall be the annual Rent receivable or payable as the case may be at the commencement of the Period of Insurance. Such amount to be proportionately increased to correspond with the Period of Rent insured when that period exceeds twelve months.

How We settle claims for Stock in the Cold Chamber

We will pay the value of the Stock in the Cold Chamber at the time of the Damage

Your sum insured – the sum for underinsurance

If at the time of the Damage the sum insured for Stock in the Cold Chamber is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.

The Insurable Amount shall be the total value at the time of Damage to Stock in the Cold Chamber of the Premises held in all refrigeration units.

Money Insurance - How We settle claims

If Money and insured Property suffers Damage We will pay You the amount of loss of Money or at Our option reimburse or replace the Property provided that Our liability shall not exceed any stated Limit of Liability.

How We settle claims for Contents

If any of the Goods suffer Damage as covered under All Risks Insurance section of this Insurance within the Territorial Limits shown in the Schedule We will pay You the amount of loss or at Our option repair, reimburse or replace such Goods.

The rest We will pay

The most We will pay in respect of any one exhibition is the Limit of Liability as shown in the Schedule or any other stated limit of liability.

Other considerations when settling any claim under this insurance

Other insurances

- If at the time of any claim under this Insurance You are or would but for the existence of this Policy be entitled to indemnity under any other Policy or policies We shall not be liable except in respect of any Excess beyond the amount which would have been payable under such other Policy or policies had this insurance not been effected.

Estimation

- Where necessary the item heading under which any Property is insured shall be determined by the description under which such Property appears in Your books.

Waiver

- We accept that this Insurance will not be prejudiced by the presence of workmen on the Premises for the purpose of effecting repairs and other structural and other alterations and also for general maintenance purposes and the like.

When We renovate or rebuild Property

- We may at Our own option estimate or replace any Property destroyed or Damaged without being bound to estimate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

Plans and documents in respect of a claim

- You shall at Your own expense produce and provide Us with all such plans, documents, books and information as We may reasonably require.

Transfer of interest

- If at the time of any insured Damage to any Buildings covered by this Insurance You shall have contracted to sell Your interest in such Buildings and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such Damage. Such benefit shall be without prejudice to Your or Our rights and liabilities under this insurance and up to the date of completion of the purchase provided the Property is not insured by the purchaser or on his behalf against such Damage on another Policy.

Automatic reinstatement after a loss

- In the absence of written notice by You or Us to the contrary within 30 days of the occurrence of any Damage the applicable sum insured (or other restriction on the amount of Our liability under this insurance) shall not be reduced by the amount of any loss provided that You shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of Damage by theft (if insured) such automatic reinstatement shall apply on the first occasion only in each Period of Insurance.

Businesses which You must comply with to prevent loss or Damage

Fire extinguishing appliances

- You shall maintain all fire extinguishing appliances in efficient working order.

Security operations

It is a requirement of this insurance that whenever the Business Premises are left unattended You ensure that

- A) all locks, bolts and other protective devices are in full and effective condition.

Further, where We have specified in Your Schedule that the Business Premises must be protected by an Intruder Alarm System it is a requirement of this insurance that You comply with the following conditions in respect of such Premises:

- 1) You shall maintain the Intruder Alarm System at the Premises in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by Us in writing.
- 2) You shall ensure the Business Premises are not left unattended:
 - A) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the Intruder Alarm System is connected has acknowledged the setting signal.
 - B) if police response to alarm calls has been withdrawn without Our written agreement.
- 3) You shall ensure that any Intruder Alarm System installed or approved by Us is installed in accordance with a specification agreed in writing by Us.
- 4) You shall not make any alteration to or substitution of:
 - A) any part of the Intruder Alarm System
 - B) the procedures agreed by You for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
 - C) the maintenance contractwithout Our written agreement.
- 5) You shall not make any structural alteration (if or changes in layout) to the Premises that could affect operation of the Intruder Alarm System without Our written agreement.
- 6) You shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended.
- 7) You shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any alarm receiving centre to which the Intruder Alarm System signals.
- 8) You shall immediately notify any change of Keyholder details to the police and any alarm receiving centre to which the Intruder Alarm System signals.
- 9) You shall ensure that in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the System is set a Keyholder shall attend and allow access to the Business Premises without delay.

- (D) You shall advise Us as soon as possible and in any event not later than 10 (Ten) on Our next working day and comply with any subsequent requirements stipulated by Us if You receive any notification:
- from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or fire investigations from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
 - from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
 - that the Intruder Alarm System cannot be returned to or maintained in full working order.

Minimum standards of security

It is a requirement of this insurance that the following security measures are in place at Your Premises unless otherwise stated in the Schedule:

- The final exit door of the Business Premises must be secured with one of the following:
 - a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors;
 - a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points for aluminium or UPVC framed doors;
 - a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar irrespective of the door construction;
 - two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door;
 - Any metal roller shutters or composite roller shutters must be fitted with one of the following:
 - Two cylinder profile (pin bolt) locks welded as close as possible to the bottom of each side guide rail;
 - A heavy duty close padlock and matching padlock bar conforming to at least Grade 4 of BS EN 12320:2001 centrally positioned and fitted through the bottom rail into a locking ring stud fixed into concrete below ground level.
 When external electrically powered operating controls are used these must be the kept and secured within a welded steel box housing with a detachable or internally hinged steel cover plate of not less than 6mm thickness. The cover plate to be securely bolted or welded to the box housing and secured by a heavy-duty padlock to at least Grade 4 of BS EN 12320:2001.
- All external doors and all internal doors giving access to any part of the Buildings not occupied by You for the purpose of the Business must be secured by either:
 - Any of the locking arrangements specified in I above according to the construction of the door;
 - Or;
 - Two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door;
 - Any metal roller shutters or composite roller shutters must be fitted with one of the following:
 - Two cylinder profile (pin bolt) locks welded as close as possible to the bottom of each side guide rail;
 - A heavy duty close padlock and matching padlock bar conforming to at least Grade 4 of BS EN 12320:2001 centrally positioned and fitted through the bottom rail into a locking ring stud fixed into concrete below ground level.
 When external electrically powered operating controls are used these must be the kept and secured within a welded steel box housing with a detachable or internally hinged steel cover plate of not less than 6mm thickness. The cover plate to be securely bolted or welded to the box housing and secured by a heavy-duty padlock to at least Grade 4 of BS EN 12320:2001.
- Where any of the doors described in I or II above are of double leaf construction:
 - The first closing leaf must be secured with two key operated security bolts fitted internally one shooting vertically out at the top and the other at the bottom of the door;
 - and;
 - the final closing leaf must be secured with either:
 - any of the locking arrangements specified in I above according to the construction of the door;
 - or;
 - two key operated security bolts fitted internally and shooting vertically out at the top and the other at the bottom of the door.
- All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their efficacy. Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via external balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby trees

or roof, adjoining or next door Premises.

This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gables, shutters, expanded metal or steel mesh.

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured by means of a device suitable for use in emergency escape situations whenever that part of the Business Premises is left unattended.

Failure to comply with any of these requirements may result in Us not paying Your claim.

Unoccupied Property Condition

It is a requirement of this insurance that whilst the Premises are subject to a period of Unoccupancy the following conditions apply:

1. all letter boxes are sealed;
2. all loose combustible material must be kept clear of the property;
3. You or Your representative(s) must inspect the property at least once every 7 days and keep records of such inspections. You must also put right, within 7 days, any problems which are found during these inspections;
4. the property is maintained in a good state of repair.

Storage restrictions

You shall keep all Stock at least 15 centimetres off the ground within the Premises.

Fat roof maintenance condition

If the Premises has any flat roof area You shall ensure that

1. flat roof areas are inspected once every 2 years unless the roof is older than 7 years when such inspections should be completed annually by a specialist roofing contractor with any recommended remedial work completed prior to the month of October;
2. a record of such inspections shall be kept and such records shall be made available to Us at anytime during the Period of Insurance.

Cooking equipment

It is a requirement of this insurance that where cooking equipment is used at the Business Premises

1. all cooking equipment is operated and serviced in accordance with the manufacturer's instructions;
2. all cooking equipment is not left unattended whilst the heat source is operating and the power or fuel supply to such equipment is shut off outside Working hours;
3. all fat frying ranges are equipped with cooking thermostats arranged to prevent the temperature of fat rising above 205 degrees centigrade or the manufacturer's recommended temperature and such thermostats are serviced at least once in every 12 month period;
4. all cooking equipment hoods grease traps filters and other grease removal devices are cleaned at least monthly;
5. all extract ducting is inspected and cleaned at least annually by professional contractors with a report issued and kept available for inspection.

a minimum of one Class F fire extinguisher conforming to BS 5717 and a fire blanket conforming to BS EN 1889 is located in each cooking area.

Money in Transit

It is a requirement of this insurance that Negotiable Money in transit is covered by the number of persons stated below:

Value	Persons
Up to £5,000	1 able bodied person
Between £5,001 and £9,000	2 able bodied persons
Between £9,001 and £15,000	3 able bodied persons

Any amounts in excess of £15,000 must be carried by a Security Company approved by Us.

The maximum amount We will pay is the limit of liability "in Transit" shown in the Schedule.

Failure to comply with any of these requirements may result in Us not paying Your claim.

SPECIFIED ALL RISKS INSURANCE

This insurance only applies where shown as included in the Schedule.

WHAT IS COVERED

In the event of **Damage** during the **Period of Insurance** to any of the **Specified Equipment & / or Unspecified Equipment** at the **Premises** or elsewhere as stated in the **Schedule**, **We** will pay to **You** the value of the **Specified Equipment & / or Unspecified Equipment** at the time of its loss or destruction or the amount of the **Damage** or at **Our** option reimburse or replace or repair such **Specified Equipment & / or Unspecified Equipment** or any part of it.

Provided that **Our** liability under this insurance, during any one **Period of Insurance** shall not exceed the sum(s) insured stated in the **Schedule** or such other sum(s) insured as may subsequently be agreed to in writing by **Us** at the time of the **Damage**.

EXTENSIONS TO COVER

This insurance also covers:

1. Index Linking

An adjustment in the sums insured in respect of **Specified Equipment & / or Unspecified Equipment** shown on the **Schedule** will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full replacement cost and work is started out without unfair delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

2. Automatic Reinstatement of the sum Insured following Damage

Automatic Reinstatement of the Sum Insured following Damage

In the event of **Damage** to the **Specified Equipment & / or Unspecified Equipment** under this **Cover** the sum insured will be automatically reinstated from the date of the **Damage** unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured** **You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

WHAT IS NOT COVERED

1. **Your Excess** as shown in the **Schedule**.
2. Any item with a value in excess of the Single Article Limit shown in the **Schedule**.
3. Any amount in excess of the Maximum Value any one item shown in the **Schedule**.
4. Any **Property** that is insured on another **Policy**.
5. **Damage** by theft from any vehicle left unattended for the night.
6. **Damage** by theft from any vehicle unless the **Specified Equipment & / or Unspecified Equipment** is concealed in a locked compartment or locked luggage compartment and either
 - A. all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the hood are locked or
 - B. entry or access to the vehicle has been affected by fire CDs and vehicle alarms.

7. **Damage caused by**
- seizure, confiscation or detention by order of any Government or Public Authority;
 - counterfeit, substitute or foreign coins.
8. **Damage to the contents of machines unless such contents are shown in the Schedule.**
9. **Damage as a result of any person obtaining any Specified Equipment & / or Unspecified Equipment by deception.**
10. **Damage occurring outside the territory as shown in the Schedule.**
11. **Damage caused by pollution or contamination.**
12. **Damage caused by disappearance, disappearance or inventory shortage, melting or remelting of aluminium.**
13. **Damage to Specified Equipment & / or Unspecified Equipment resulting from its undergoing any process of production, picking, treatment, trying, commissioning, servicing or repair.**
14. **Damage commencing prior to the granting of cover under this insurance.**
15. **Damage caused by**
- its own fault or defective design or machinery;
 - inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating causes, frost or change in the **Water Table Level**;
- but not subsequent **Damage** which itself results from other **Damage** which is covered by this insurance.
- corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, staining, scratching, vermin, pests or insects;
 - change in temperature, colour, flavour, texture or finish;
 - mechanical or electrical breakdown, failure or disengagement;
- but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this insurance.
16. **Damage to Money and accounts of any description.**
17. **Damage to vehicles licensed for road use (including attached accessories), trams, trolleys, railway locomotives, sailing craft, watercraft or aircraft.**
18. **Damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.**
19. **Damage or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from**
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.
20. **Damage caused by war, invasion, act of foreign enemy, facilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.**
21. **Damage to Data which shall include but shall not be limited to:**
- Damage to or corruption of Data** whether in whole or in part
 - unauthorised appropriation of use of access to or modification of **Data**;
 - unauthorised transmission of **Data** to any third parties;
 - Damage** arising out of any misrepresentation, use or misuse of **Data**;
 - Damage** arising out of any operator error in respect of **Data**;
 - Damage to the Specified Equipment & / or Unspecified Equipment** in or arising directly or indirectly from
 - the transmission or impact of any Virus

- (i) unauthorized access to a System
- (ii) interruption of or interference with electronic means of communication used in the conduct of Your Business, including but not limited to any disruption in the performance of any wireless or electronic means of communication
- (iii) Failure of a System
- (iv) anything described in (i) above

Notwithstanding of (i), (ii), (iii), (iv) and (v) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

II. Terrorism

Damage occurred by or happening through or in consequence directly or indirectly of

- (i) terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- (ii) in Northern Ireland
 - (1) riot or civil commotion,
 - (2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of terrorism.

In Great Britain and Northern Ireland, terrorism means

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

In so far that this insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland terrorism means

- any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to
 - (A) influence any government or any international governmental organisation or
 - (B) put the public or any section of the public in fear.

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

SPECIFIED AND RISKS INSURANCE - HOW WE SETTLE CLAIMS

In the event of **Damage**, We will pay You where Your **Specified Equipment** & / or **Unspecified Equipment** is:

1. not more than one year old - We will settle the claims on the basis of the full cost of replacement of the item with that of similar specification without deduction for wear, tear and depreciation.
2. more than one year old - We will settle the claims on the basis of the market value at the time of the **Damage**, taking into account wear, tear and depreciation.

Other considerations when settling any claims under this insurance

Critical damage

- Where **Damage** occurs to only part of the **Property** Our liability shall not exceed the amount which We would have been liable to pay had the **Specified Equipment** & / or **Unspecified Equipment** been wholly destroyed.

The amount paid - the limits for each insurance

- If at the time of the **Damage** the sum insured for the **Specified Equipment** is less than 85% of the insurable amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.
- The insurable amount shall be the value of reinstating the **Specified Equipment** & / or **Unspecified Equipment** to a condition substantially the same as when new at the level of both applying at the commencement of the **Period of Insurance**.

Plan and documents in respect of the plant

- You shall at Your own expense produce and provide Us with all such plans, documents, books and information as We may reasonably require.

BUSINESS INTERRUPTION INSURANCE

This insurance only applies where shown as included in the Schedule.

WHAT IS COVERED

If **Damage** by any Events covered under this insurance occurs at the **Premises** to **Property** insured under the Property Damage section and used by You for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises** during the **Period of Insurance** We will pay to You the amount of the loss resulting from such interruption or interference in accordance with each item stated in the **Schedule**.

Events

The following events only apply where shown as included under **Property Damage** insurance operative events in the **Schedule**:

1. Fire, strike, lightning, explosion and earthquakes.

Other than

- (i) **Damage to Property** caused by its undergoing any process involving the application of heat.

2. Riots, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

Other than

- (i) **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
- (ii) **Damage** arising from stoppage of work.
- (iii) **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- (iv) **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

3. Storm or flood.

Other than

- (i) **Damage** caused solely by change in the **Water Table Level**.
- (ii) **Damage** caused by frost, **Subsidence**, **Ground Heave** or **Landslip**.
- (iii) **Damage** to **fences**, **sea gates** and **movable Property** in the open.

4. Escape of water from any tank, apparatus, pipe or appliance.

Other than

- (i) **Damage** by water discharged or leaking from an automatic sprinkler installation.
- (ii) **Damage** while the **Premises** are empty or not in use in connection with the **Business**.

5. Impact by

- A. any road vehicle including any fork lift truck or other industrial vehicle or
- B. an aircraft or other aerial devices or articles dropped from them or
- C. an animal.

6. Accidental escape of water from any automatic sprinkler installation.

Other than

- (i) **Damage** while the **Premises** are empty or not in use in connection with the **Business**.
- (ii) **Damage** by heat caused by fire.

7. Theft or attempted theft.

Other than

- (i) **Damage to Property** in any part of the **Building** not occupied by You for the purpose of the **Business** or by You or any of Your directors, **Employees** or family members for private residential purposes.
- (ii) **Damage** to lead forming part of the exterior of the **Premises**.
- (iii) **Damage** to **movable Property** in the open.
- (iv) **Damage to Property** in any outbuilding.
- (v) **Damage** inflicted or in any way brought about by You or by any of Your directors, partners or **Employees**.

- vi) **Damage** due to a person obtaining any **Property** by deception.
- vii) **Damage** by securities of any description.
- viii) **Damage** due to disappearance or unavailability or inventory shortage.

8. Subsidence, Ground Heave or Landslip

Other than:

- i) **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
- ii) **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
- iii) **Damage** arising from normal settlement or bedding down of new structures.
- iv) **Damage** commencing prior to the granting of cover under this insurance.

9. Oil issuing from a fixed heating installation or connected apparatus

10. Falling trees or their branches

Other than:

- i) **Damage** caused by felling or topping by You or on Your behalf.

11. A) Accidental breakage of fixed Glass and fixed sanitary ware

B) Accidental Damage to neon and illuminated signs and electric light fittings

forming part of the **Buildings** at the **Premises** and either owned by You or for which You are legally responsible for repair.

Other than:

- i) **Damage**
 - A. as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware.
 - B. while the **Premises** are empty or not in use in connection with the **Business**.
 - C. existing prior to the commencement of this insurance and not subsequently replaced.

12. Any other Accident

Other than:

- i) **Damage** by any of the Events 1 - 12 or the causes shown under "Other than" for each of those Events (whether or not insured).
- ii) **Damage** to any **Property** caused by:
 - A. its own faulty or defective design or materials
 - B. inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause
 - C. faulty or defective workmanship, operational error or omission on Your part or that of Your Employees but this shall not exclude subsequent **Damage** which itself results from an insured Event.
- iii) **Damage** caused by:
 - A. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, mining, scuttling, worms, ants or insects
 - B. change in temperature, colour, fission, fission or flash
 - C. pipe leakage, failure of welds, cracking, fracturing, collapse or overhauling of boilers, economisers, super heaters, pressure vessels or any range of connected steam and fluid piping
 - D. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates
 - E. the deliberate act of a supply undertaking in withdrawing the supply of water, gas, electricity, fuel or telecommunications services but not:
 - such **Damage** which itself results from other **Damage** which is covered by this insurance
 - subsequent **Damage** which itself results from an insured Event.
- iv) **Damage** caused by contamination or pollution
- v) **Damage** caused by acts of fraud or dishonesty.
- vi) **Damage** caused by disappearance, unexplained or inventory shortage, missing or misplacing of information.
- vii) **Damage** to a **Building** or structure caused by its own collapse or cracking.
- viii) **Damage** to fences, gates and movable **Property** in the open by wind, rain, hail, snow, sleet, sleet, flood or dust.
- ix) **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing,

- xx) Commissioning, servicing or repair.
- xi) **Damage to Property** in transit.
- xii) **Damage to land, roads, pavements, piers, jetties, bridges, tunnels, subway or excavations.**
- xiii) **Damage to livestock, growing crops or trees.**
- xiv) **Damage to vehicles licensed for road use (including attached accessories), tractors, trailers, railway locomotives, rolling stock, watercraft or aircraft.**
- xv) **Damage to Property or structures in course of construction or erection and to fixtures or supplies relating to such Property or structures.**

EXTENSIONS TO COVER

This insurance also covers:

These extensions only apply if an insured is shown in the **Schedule**:

1. Loss at Suppliers' Premises or Customers Premises

Damage by any of the insured Events to any suppliers' or customers' premises within the Territorial Limits up to the limit shown in the Schedule for any one loss.

2. Loss at Specified Suppliers' Premises or Customers Premises

Damage by any of the insured Events to the suppliers' or customers' premises as specified in the Schedule within the Territorial Limits up to the limit shown in the Schedule for any one loss.

3. Failure of Public Supply

Loss as a result of accidental failure of the public supply of

- a) electricity at the terminal end of the supply authority's service feeders at the Premises,
- b) gas at the supply authority's meters at the Premises,
- c) water at the supply authority's main stop cock serving the Premises.

up to the limit shown in the Schedule for any one loss.

Other than

- i) loss as a result of an accidental total failure of the public supply lasting less than 30 consecutive minutes,
- ii) loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services,
- iii) loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

4. Disease, Murder, Suicide, Venereal and Pests

Loss as a result of

- a) 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 human disease manifesting itself at the Premises,
- b) injury or illness sustained by any customer or Employee arising from or traceable to foreign or injurious matter in food or drink sold from the Premises,
- c) closing of the whole or part of the Premises by order of the Public Authority for the area in which the Premises are situated as a result of defects in the drains and other sanitary arrangements at the Premises,
- d) murder or suicide occurring at the Premises,
- e) venereal and pests at the Premises.

up to the limit shown in the Schedule for any one loss.

5. Closure of Access and Loss of Attraction

Damage to Property in the vicinity of the Premises by any of the insured Events which

- A) hinders or prevents the use of the Premises or access to them or
- B) causes a fall in the number of customers attracted to the vicinity of the Premises whether the Property used by You for the purpose of the Business shall be Damaged or not.

up to the limit shown in the Schedule for any one loss.

Other than

- i) loss as a result of Damage which prevents or hinders the supply of electricity, gas, water or telecommunications.

systems.

6. Telecommunications System

Loss as a result of Accidental failure of the telecommunications system serving the Premises at the incoming telephone line remains at the Premises up to the limit shown in the Schedule for any one loss.

Other than:

- i) loss as a result of Accidental failure of satellite or mobile phone services.
- ii) loss as a result of total failure of service lasting less than 60 consecutive minutes.
- iii) Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.
- iv) loss as a result of a failure or destruction of the telecommunication system caused by industrial action or strikes.
- v) loss as a result of upgrading the System by You whether or not undertaken by the telecommunications authority.
- vi) loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority.

7. Property of other persons and in Transit

Damage by any Insured Event to:

- A) documents and Business Books, whilst removed from the Premises to any location and while in transit within the Territorial Limits shown in the Schedule for contents temporarily removed.
 - B) any other Property Insured (excluding vehicles licensed for road use)
 - i) whilst temporarily removed from the Premises to any location and whilst in transit for cleaning, renovations, repair or other similar purposes within the Territorial Limits shown in the Schedule for Contents temporarily removed.
 - ii) in transit to and from the Premises in a vehicle owned or operated by You within the Territorial Limits
- up to the limit shown in the Schedule for any one loss.

Other than:

- i) Loss as a result of Damage to the carrying vehicle or craft by theft.

8. Outstanding Debt Balances

Damage by any insured event at the Premises to Property Insured which prevents You from making or establishing customary Outstanding Debt Balances in whole or in part due to You up to the limit shown in the Schedule for any one Period of Insurance.

9. Loss of Rent Payable

This extension only applies if loss of rent payable is shown as included in the Schedule.

In the event of Damage to any Buildings, which are leased by or rented to You at the Premises, as stated in the Schedule, directly caused by the insured perils covered under Property Damage, interrupting or interfering with the Business, We will indemnify You for the amount of Rent payable to the lessor, up to the Sum Insured as stated in the Schedule, as follows:

- A) if as a result of Damage, the Buildings becomes wholly untenable or unusable and the lease or rental agreement requires continuation of the Rent, We shall indemnify You for the actual Rent payable for the unexpired term of the lease or until such time that the Buildings are repaired to a condition that they are fit for habitation.
- B) if as a result of Damage, the Buildings becomes partially untenable or unusable and the lease or rental agreement requires continuation of the Rent, We shall indemnify You for the proportion of the Rent applicable thereto; or
- C) if as a result of Damage, the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, We shall indemnify You for the Excess Rent paid for the same or similar replacement Property over actual Rent payable plus cash bonuses or advance Rent paid (including any maintenance or operating charges) for each month during the unexpired term of the Your lease for the first three months following the Damage.

Other than:

- i) liability for You exercising an option to cancel the lease.
- ii) any act or omission of Yours which constitutes a default under the lease.

10. Trade Fairs

Damage at any trade fair or exhibition location not shown in the Schedule at which you are to occupy a stand anywhere within the Territorial limits.

Our liability will not exceed the amount shown in the Schedule.

WHAT IS NOT COVERED

1. **Space Launch**

Loss as a result of **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

2. **War and Armed Risks**

Loss as a result of **Damage** caused by

- A) war or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. **Pollution and Contamination**

Loss as a result of **Damage** caused by pollution or contamination but this shall not exclude loss resulting from **Damage** (and otherwise included) caused by

- A) pollution or contamination which itself results from any **Event**
- B) any **Event** insured (other than Event 33 (Any other Accidents)) which itself results from pollution or contamination.

4. **Radioactive Emission**

Loss as a result of **Damage** caused by or happening through or causing loss or destruction of or **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any 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 a nuclear component of it.

5. **Terrorism**

Loss as a result of **Damage** caused by or happening through or in consequence directly or indirectly of

- A) terrorism regardless of any other cause or **Event** contributing concurrently or in any other manner to the loss
- and
- B) in Northern Ireland civil commotion

This insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of terrorism.

in **Great Britain** and Northern Ireland terrorism means

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

in so far that this insurance is permitted to include any situation elsewhere than in **Great Britain** and Northern Ireland terrorism means

- any act including but not limited to the use of force or violence or the threat of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to
 - A) influence any government or any international governmental organisation or
 - B) put the public or any section of the public in fear.

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

K. Turnover loss

A) Loss as a result of **Damage to Data** which shall include but shall not be limited to

- i) **Damage** to or corruption of **Data** whether in whole or in part
- ii) unauthorised acquisition of use of access to or modification of **Data**
- iii) unauthorised transmission of **Data** to any third parties
- iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
- v) **Damage** arising out of any operator error in respect of **Data**.

B) Loss as a result of **Damage to the Property Insured** arising directly or indirectly from

- i) the transmission or impact of any **Virus**
- ii) unauthorised access to a **System**
- iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any disruption in the performance of any wireless or electronic means of communication
- iv) **Failure of a System**
- v) anything described in ii) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not include subsequent **Damage** which itself results from any of the events insured provided that such **Damage** does not arise by reason of any malicious act or omission.

GROSS PROFIT – HOW WE SETTLE CLAIMS

If **Damage** by any **Event** covered under this insurance occurs at the **Premises** by **Property Insured** used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises**.

We will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following:

1. **In respect of reduction in Turnover:**
the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover**.
2. **In respect of Increase in Cost of Working:**
the **Additional Expenditure** reasonably incurred in avoiding or minimising the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of
 - A) the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided plus
 - B) 5% of the **Gross Profit** sum insured or £250,000 whichever is the less.

GROSS REVENUE – HOW WE SETTLE CLAIMS

If **Damage** by any **Event** covered under this insurance occurs at the **Premises** by **Property Insured** used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises**.

We will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following:

1. **In respect of Loss of Gross Revenue:**
the amount by which the **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** as a consequence of the **Damage**.
2. **In respect of Increase in Cost of Working:**
the **Additional Expenditure** reasonably incurred in avoiding or minimising the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of
 - A) the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided plus
 - B) 5% of the **Gross Profit** sum insured or £250,000 whichever is the less.

GROSS RENT RECEIVABLE – HOW WE SETTLE CLAIMS

We will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following:

1. **In respect of Loss of Gross Rent Receivable:**
the amount by which the **Gross Rent Receivable** during the **Indemnity Period** shall, as a consequence of the **Damage**, fall short of

the Standard Gross Rent Receivable

2. In respect of increase in Cost of Working

the **Additional Expenditure** reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** but not exceeding the amount of the reduction thereby avoided.

INCREASED COST OF WORKING – HOW WE SETTLE CLAIMS

The insurance in respect of Increase in Cost of Working is limited to the **Additional Expenditure** necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the interruption of or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

Provided that **We** shall not be liable for more than 50% of the sum insured during the first three months of the **Indemnity Period** following the **Damage** with the balance payable in equal proportions on a monthly basis thereafter.

ADDITIONAL INCREASED COST OF WORKING – HOW WE SETTLE CLAIMS

The insurance in respect of Additional Increased Cost of Working is limited to the **Additional Expenditure** above the increase in Cost of Working which are necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the interruption of or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

Provided that **We** shall not be liable for more than 50% of the sum insured during the first three months of the **Indemnity Period** following the **Damage** with the balance payable in equal proportions on a monthly basis thereafter.

OUTSTANDING DEBIT BALANCES – HOW WE SETTLE CLAIMS

If Extension to Clause 1 is included and **Damage** by any **Event** covered under this insurance occurs at the **Premises** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You** **We** will pay **You**

- 1. the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in connection with such balances.
- 2. the **Additional Expenditure** incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**.

Other considerations when settling any claims under this extension:

Material Damage requirement:

- Payment must have been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the **Property** or
- payment would have been made or liability admitted for the **Damage** but for the operation of a term in such insurance excluding liability for losses below a specified amount.

Limit of Liability:

- Our liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any **Part** its sub insured or any other stated **Limit of Liability**.

Deferred trading:

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

Savings:

- If any of the charges or expenses of the **Business** payable out of **Gross Profit** or **Rent Receivable** cease or reduce directly as a result of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

Underinsurance

- If the sum insured is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.
- The Insurable Amount is the **Gross Profit** which would have been earned in the twelve months immediately following the date of the **Damage** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Profit** shall be proportionately increased in accordance with the minimum **Indemnity Period** where it exceeds twelve months).

- Note:
1. Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
 2. Any adjustment implemented in current cost accounting is disregarded.

Professional accountants' charges

- We will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the **Claims Conditions** and for reporting that such information is in accordance with **Your** accounts.

Accounts in account

- Payments in account may, at **Our** discretion, be made during the **Indemnity Period** if requested by **You**.

Automatic reinstatement after a loss

- In the absence of written notice by **You** or **Us** to the contrary the applicable sum insured (or other restriction on the amount of **Our** liability) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover. (Automatic reinstatement will not be provided in respect of the cover for **Outstanding Debt Balances**.)

Requirement to hold a record elsewhere than in the Building in case of Outstanding Debt Balances

Duplicate records

- It is a requirement of this insurance that **You** shall maintain a record elsewhere than in the **Building** in which the original records are kept showing the total amount outstanding in the trade accounts of the **Business** at the end of each month and in the event of **Damage** giving rise to a claim shall supply that record to **Us**.

Failure to comply with this requirement may result in **Us** not paying **Your** claim.

TRANSIT INSURANCE

This insurance only applies where shown as included in the Schedule.

WHAT IS COVERED

Damage to Goods during the Period of Insurance within the Territorial Limits up to the limits shown in the Schedule for any one loss for:

1. in or on any vehicle owned or occupied by You or by an independent road haulier
2. by rail
3. by post

including loading and unloading

EXTENSIONS TO COVER

This section also covers:

1. Additional costs incurred in:
 - A) transhipping Goods to another vehicle delivering it to the original destination or returning it to the place of origin following **Damage to the Goods** or an **Accident** to the conveying vehicle
 - B) the removal of debris following **Damage to the Goods** or an **Accident** to the conveying vehicle
 - C) reloading Goods on to any vehicle if they fall from a vehicle owned or operated by You
 up to the limit shown in the Schedule for any one loss.

Other than

- i) Money and securities
- ii) **Damage** arising as a result of packing which was inadequate or without normal handling during transit.
- iii) **Damage** due to insufficient labelling or incorrect addressing.

2. **Damage** to sheets, ropes, packing materials, dunnage, securing chains, and toggles owned by You or in Your charge or control while carried on any vehicle owned or operated by You up to the limit shown in the Schedule for any one loss.

Other than

- i) **Damage** resulting from dishonesty or insolvency of persons to whom Goods are entrusted.
- ii) loss of sheets, ropes, packing materials, dunnage, securing chains and toggles as a result of disappearance or shortage if such loss is not traceable to any **Event** or is only revealed when an inventory is made

3. **Damage** to personal effects belonging to the driver or attendant while carried by any vehicle owned or operated by You in the course of the employment of the driver or attendant with You up to the limit shown in the Schedule for any one loss.

Other than

- i) jewellery, watches, furs, cameras or any portable electronic entertainment equipment belonging to vehicle drivers or attendants.

WHAT IS NOT COVERED

1. Your **Excess** as shown in the Schedule.
2. loss of market, loss of profits, delay or any losses that do not directly result from the **Incident** that caused You to claim.
3. **Damage** resulting from dishonesty or insolvency of persons to whom Goods are entrusted.
4. **Damage** to Glass, china, marble, earthenware, scientific instruments, furniture, antiques, vases, sculptures, works of art, pictures, prints, drawings, engravings and Goods of a brittle nature unless caused by fire or theft or as a direct result of collision or overturning of the conveying vehicle.
5. **Damage** to Goods warehoused at a rental or under a contract for storage and distribution.
6. Money and securities.

7. **Damage to Goods** carried by or dispatched by You for hire or reward,

8. **Damage** arising as a result of packing which was inadequate or without formal handling being traced,

9. **Damage** due to insufficient labelling or incorrect addressing,

10. Damage to Goods

- A) in any vehicle which is being used outside the normal course of the **Business** for social domestic or pleasure purposes
- B) in open vehicles caused by atmosphere or climatic conditions unless the **Goods** are protected by vehicle wheels
- C) in open vehicles caused by theft when the vehicle has been left unattended
- D) left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either
 - 1. garaged in a **Building** which is securely closed and locked or
 - 2. parked in a compound secured by locked gates
- E) as a result of theft from any unattended vehicle unless
 - 1. all doors, windows and other openings are left closed, securely locked and properly fastened or
 - 2. entry or access to the vehicle has been effected by forcible and violent means.

11. **Damage to Goods while at Exhibitions.**

12. War and Armed Risks:

Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

13. Loss by Air:

Loss resulting from **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

14. Radioactive Contamination:

Loss caused by or happening through or causing **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any 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 a nuclear component of it

15. Terrorism:

Loss caused by or happening through or in consequence directly or indirectly of

- a. terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- b. in Northern Ireland
 - 1. riot or civil commotion
 - 2. military, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of terrorism.

In **Great Britain** and Northern Ireland terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government *de jure* or *de facto*.

In so far that this insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland, terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- a. influence any government or any international governmental organisation or
- b. put the public or any section of the public in fear.

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

16. Exclusions Not

Loss resulting from

a. **Damage to Data** which shall include but shall not be limited to:

- i. **Damage** to or corruption of **Data** whether in whole or in part
- ii. unauthorized appropriation of use of access to or modification of **Data**
- iii. unauthorized transmission of **Data** to any third party
- iv. **Damage** arising out of any misinterpretation, use or misuse of **Data**
- v. **Damage** arising out of any computer error in respect of **Data**.

b. **Damage to the Property Insured** arising directly or indirectly from

- i. the transmission or impact of any **Virus**
- ii. unauthorized access to a **System**
- iii. interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any disturbance in the performance of any website or electronic means of communication
- iv. **Failure of a System**
- v. anything described in A) above

but in respect of (i) (i), (ii), (iii), (iv) and (v) of this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

HOW WE SETTLE CLAIMS FOR VEHICLES OWNED OR OPERATED BY YOU

Your sum insured - the property for compensation

If at the time of the **Damage** the total sum insured for **Goods** are less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.

The Insurable Amount shall be the total value at the time of **Damage** of the **Goods** insured or carried in all vehicles owned or operated by **You**.

EMPLOYERS' LIABILITY INSURANCE

This insurance only applies where shown as included in the Schedule.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning expressed below and is printed in **CAPITALS** whenever it appears in this section:

INJURY

bodily injury, death, disease or illness

COVERED

Any **Person Entitled to Indemnity** is covered:

1. against legal liability for Damages in respect of accidental **INJURY** of any **Person Employed** caused during the **Period of Insurance**:
 - A) in the **Territorial Limits**;
 - or
 - B) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits** provided such journey is not for the purpose of performing manual work arising out of and in the course of employment by **You** in the **Business**.
2. in respect of:
 - A) amounts, costs and expenses which **You** are legally liable to pay in connection with any claim;
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;
 - C) (i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **INJURY** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
 - or
 - (ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be considered with the probability of success;
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section.
3. Criminal Proceedings relating to Health and Safety at Work in respect of duties to **Your** **Employees**:

We will pay:

 - A) legal costs and expenses incurred with **Our** written consent;
 - B) costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to:

 - (i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; and
 - (ii) the health, safety and welfare of a director, partner or **Person Employed**

incurred with **Our** prior written consent.

EXTENSIONS TO THE EMPLOYERS' LIABILITY SECTION

This insurance also covers:

1. **Compensation for Court Appearance**

If **We** require any director, partner or **Employee** of **Yours** to attend **Court** as a witness in connection with a claim **We** will pay **You** the amount shown in the Schedule.

2. Uninsured Court Judgments

If an Employee or their personal representative is awarded damages for INJURY in any Court situated in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, We will, at Your request, pay the amount of the judgment provided that:

- A) The damages are awarded against a company or individual operating from Premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- B) the INJURY was caused during the Period of Insurance in the course of employment by You
- C) there is no on-going, planned or continuing appeal
- D) the Employee or their personal representative shall assign the judgment to Us.

WHAT IS NOT COVERED

1. Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from:

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel
- or
- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it where the legal liability is
 - (i) that of any principal
 - (ii) accepted under an agreement without which the legal liability would not exist.

2. Road Traffic Legislation

Any legal liability for INJURY in respect of which You are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

3. Fines or Penalties

Any legal liability for:

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

4. Offshore

Any legal liability arising from work performed Offshore

5. Height and Depth

Liability arising out of or in consequence of any work at a height greater than ten (10) metres or a depth greater than three (3) metres.

6. Neighbourhood Operations

Liability arising out of or in consequence of any work in or on railways, railway installations, ships, docks, harbours, quarries, mines, collieries, chemical, petro-chemical works, oil refineries, gas works, fuel storage facilities, power stations, nuclear plant, bridges, viaducts, tunnels, dams, chimney shafts, towers, steeples or airports.

EMPLOYEE LIABILITY / HOW WE SETTLE CLAIMS

How We settle claims for Your legal liabilities to Persons Employed in Indemnity

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You and at Your request any of Your directors, partners or any Person Employed have incurred with Our written consent.

We shall pass restitution to an independent third party service provider with whom We have an agreement and which shall administer

Our claim on Our behalf

The amount We will pay

Our liability for **INURY** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under **Employers' Liability in Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to terrorism (as shown in the **Schedule**), terrorism means acts of persons acting on behalf of or in co-operation with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Our right to pay the full limit at any time

In respect of any one **Event**, We may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. We will then relinquish control of such claims and be under no further liability.

Payment to the contract of insurance

The total amount payable by Us in respect of all damages, costs and expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under **Employers' Liability in Your Schedule**.

For the purposes of the **Limit of Indemnity** all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.

Compulsory Insured class

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. You must repay all payments We make which We would not have been liable to pay in the absence of such law.

PUBLIC LIABILITY / PRODUCTS LIABILITY INSURANCE

This insurance only applies where shown as included in the Schedule.

WHAT IS COVERED

Any Person Entitled to Indemnity is covered:

- L** up to the Limit of Indemnity against legal liability for damages in respect of:
- A)** accidental injury of any person
 - B)** **Damage to Property**
 - C)** accidental nuisance, accidental trespass to land or Goods, or accidental interference with any easement, right of air, light, water or any, wrongful arrest or false imprisonment
- occurring during the Period of Insurance and in connection with the Business and
- A)** within the **Territorial Limits**
 - or
 - B)** elsewhere in the world in respect of any journey or temporary visit in connection with the Business by You or any of Your directors, partners or Employees normally resident within the Territorial Limits provided such journey is not for the purpose of performing manual work
 - or
 - C)** anywhere in the world in respect of **Products**.
- 2** in respect of
- A)** claimants costs and expenses which You are legally liable to pay in connection with any claim.
 - B)** the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)**
 - i)** costs of legal representation at proceedings in any Court arising out of any alleged breach of Statutory Duty resulting in injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii)** costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success;
 - D)** all other legal costs and
 - E)** legal expenses in relation to any matter which may form the subject of a claim for indemnity under this insurance section.
- 3** Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety
- We will pay**
- A)** legal costs and expenses incurred with Our written consent
 - B)** costs awarded against You or any director, partner or Person Employed
- in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.
- The proceedings must relate to
- A)** (i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - and
 - (ii) the health, safety and welfare of any person other than a director, partner or Person Employed
 - B)** a breach of Part II of the Consumer Protection Act 1987
 - C)** a breach of Part II of the Food Safety Act 1990
- incurred with Our prior written consent.

EXTENSIONS TO THE PUBLIC LIABILITY / PRODUCTS LIABILITY SECTION

This insurance also covers:

1. **Limit of liability**

If there is more than one Policyholder specified in the Schedule this section will apply separately to each one as if a separate Policy had been issued to each provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.

2. **Compensation for Court Attendance**

If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown in the Schedule.

3. **Contingent Motor Liability**

Your legal liability in any Damages and/or costs resulting from:

- a. Injury to others, or
- b. Damage to Property belonging to others

arising out of the use of any motor vehicle by an Employee in the course of the Business which is not Your Property nor provided to You.

Other than:

- A) Damage to the vehicle or its contents.
- B) Any legal liability caused while the vehicle is being driven by You.
- C) Where cover is provided by any other Insurance Policy.
- D) Any legal liability caused while the vehicle is being driven outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

4. **Personal Legal Liabilities whilst Overseas**

We will cover You or at Your request Your directors, partners, Employees or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.

Other than:

Any legal liability arising out of:

- A) the ownership or occupation of land or Buildings.
- B) where cover is provided by any other Insurance Policy.

5. **Data Protection Act 1998**

Your legal liability to pay Damages and/or costs to others which are the result of Damage or Distress as described in Section 12 of the Data Protection Act 1998.

Provided that:

- A) You are registered in accordance with the terms of the Act, or
- B) You have applied for registration and it has not been refused or withdrawn.
- C) You have taken all reasonably practicable steps to comply with the requirements of the Act.

We will also cover at Your request Your directors, partners or Employees under this Extension.

The Business shall include the provision of any reciprocal arrangements for the storage or processing of computer Data or for the use of computer facilities.

Other than:

- A) Any legal liability You have to pay fines or penalties.
- B) The cost of rectifying, re-creating, erasing, blocking or destroying any personal Data.
- C) Where cover is provided by any other insurance.
- D) Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.
- E) Any claim arising from or caused by circumstances notified to any of Your previous insurers.
- F) Any claim arising from circumstances known to You at the time You took out this insurance.

6. **Defective Premises Act**

Your legal liability in respect of Injury or Damage to Property under Section 4 of The Defective Premises Act 1972 or Section 5 of the

Defective Premises (Northern Ireland) Order 1975.

7. Consumer Protection Act

We will indemnify the Insured against legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part 1 of the Consumer Protection Act 1987 committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against the Insured and legal costs and expenses incurred with the consent of Us in an appeal against conviction arising from such proceedings.

Provided that We shall not be liable for the payment of fines or penalties.

8. Indemnity in Prospect

If, as a result of Your Business, any party brings a claim, which falls within the scope of What is Covered, Claims against You, against Your principal and You are liable for that claim, We will treat such claim as if made against You and make the same payment to the principal that We would have made to You, provided that the party to be indemnified:

- A) has not, in Our reasonable opinion, caused or contributed to the claim against them;
- B) excepts that We can control the claim's defence and settlement in accordance with the terms of this section;
- C) has not admitted liability or prejudiced the defence of the claim before We are notified of it.

gives Us the information and co-operation We reasonably require for dealing with the claim.

9. Care, Custody or Control

We shall indemnify You in respect of liability, for injury, illness or disease (fatal or non-fatal) to horses in the Your care, custody or control within the Territorial limits.

Provided that Our liability under this extension for damages payable in respect of any one claim or number of claims arising out of any one cause shall not exceed the limits of indemnity stated in the Schedule or the aggregate limit in any one Period of Insurance.

Other than:

- A) accidental slaughter except where We have agreed to the destruction or where a veterinary surgeon has certified that destruction is imperative for human reasons. In such cases We shall have the right to a post mortem examination carried out by a Veterinary Surgeon.
- B) injury, illness or disease (directly or indirectly caused by or arising from any malice or willful act by You
- C) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months.
- D) liability to any mare occurring whilst not mare is:
 - i) being covered by a stallion;
 - ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place;
 - iii) at stud and mare is directly attributable to the mare being in heat.
- E) injury, illness or disease directly or indirectly arising out of the administration of any medicament or treatment by You unless under the direction of a qualified veterinary surgeon.
- F) injury, illness or disease to any horse or pony owned by You or any member of the Your family.

10. Professional Indemnity

- A. We will indemnify You against any claim or claims (including all legal costs and expenses which You shall become liable to the Claimant) arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of Your legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with the Business, provided that the claim or claims are:
 - (i) made against You and in writing to Us by You during the Period of Insurance;
 - (ii) arising out of any act, error or omission which occurred subsequent to the inception date of this Policy;
 - (iii) arising out of any acts, errors or omissions occurring in the Territorial Limits stated in Your Schedule.

- B. We will indemnify You against any claim or claims arising in respect of libel, slander, defamation up to but not exceeding the Limit of indemnity specified in the Schedule.

- C. The liability of Us under this extension in respect of any one claim or aggregate for all claims in any one Period of Insurance shall

not exceed the **Limit of Liability** specified in the **Schedule**

- D. We will pay all costs, fees and expenses incurred with the prior consent of Us by You in the defence of settlement of a claim or claims made against You but not exceeding in total the Limit of Indemnity referred to in the Schedule.**

Other than:

- A) This insurance does not indemnify You against any claim or claims:
 - i) made or threatened or in any way intimated prior to the inception date of the insurance;
 - ii) arising from any losses circumstances of which You had become aware prior to the insurance inception and which You or a reasonable person of Your profession would at any time prior to the insurance inception have considered may give rise to a claim or claim(s).
 - B) Claims arising from the conduct of any business not conducted for the benefit of or on behalf of You
 - C) Claims arising from the sale or supply of goods by or on behalf of You
- Claims brought against You arising directly or indirectly out of physical assault, interference as a consequence thereof
- D) any liability to pay any trading debts;
 - E) any liability of You or any principal of You arising solely from the duties of You or such principal as a director or legal officer of any company.

CONDITIONS

1. Heat Conditions

- It is a condition precedent to Our liability that the following precautions will be taken on each occasion where You are using any process which involves the application of heat, other than soldering, away from Your Premises:
- A) the immediate area in which the operation is to be carried out must be segregated to the greatest practical extent by the use of screens made of metal and/or fire retardant material
 - B) the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence
 - C) combustible floors and/or substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
 - D) where work is being carried out in any area where there is a risk that combustible material is in danger of ignition either directly or by conduction of heat Your Employee or an Employee of the occupier shall remain continuously in attendance at the point of work until the work is complete to guard against an outbreak of fire
 - E) no work is carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements
 - F) a suitable fire extinguisher and/or hoses connected up in readiness for immediate use and tested prior to the commencement of the work must be kept available for immediate use near the scene of operations
 - G) thorough examinations must be made in the vicinity of the work at frequent intervals for at least one hour after the termination of each operation. In the event that it is not practical for such examination to be carried out by a Person Employed of the Insured then appropriate arrangements must be made with the occupier
 - H) before "turning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat
 - I) where the insured burns debris away from their Premises the following precautions shall be taken on each occasion:
 - i) fires to be in a cleared area and at a distance of at least ten metres from any property
 - ii) fire not to be left unattended at any time
 - iii) a suitable fire extinguisher to be kept available for immediate use
 - iv) fires to be extinguished at least one hour prior to leaving site at the end of each working day

All other terms, conditions, exclusions and limitations in this Policy remain unaltered.

2. Goods Held Sub-Contractors Condition

- It is a condition precedent to Our liability that all Goods held subcontractors engaged by You have Employers' / Public / Products / Liability insurance as defined in this Policy (or materially similar) in full force and effect throughout the period of their engagement in respect of their liability at law for:
- A) bodily injury
 - B) Damage

- (E) accidental subsidence, accidental trespass, accidental obstruction or accidental interference with any right of light or air or water or easement
- consequent upon all activities carried out for You and that such insurance:
 - (A) has a limit of indemnity of not less than that provided by the Public Liability section and the Employers' Liability section of the Policy
 - (B) intends to indemnify You as Principal.

In addition, the Insured shall obtain a copy of said bona fide job contractors Employers' Liability Certificate and they shall keep in their possession such certificate for a period of not less than 40 years.

WHAT IS NOT COVERED:

1. Mechanical Damage

Any legal liability arising from or out of the ownership, possession or use by or on behalf of You or any Person Entitled to Indemnity of any:

- (A) mechanically propelled vehicle other than legal liability arising out of:
 - (i) the use of plant as a tool of trade on-site
 - (ii) the use of plant at Your Premises
 - (iii) the loading or unloading of any vehicle
 except where You are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance Policy
- (B) aircraft or other aerial device
- (C) aerospace device
- (D) hovercraft
- (E) water borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2. Employers' Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any Person Employed arising out of and in the course of employment by You in the Business.

3. Property in Your Custody or Control

Any legal liability for Damage to any Property which belongs to or is held in trust by or is in the custody or control of You other than:

- (A) Your directors', partners', Employees' or visitors' personal effects including vehicles and their contents
- (B) customers' personal effects held in a cloakroom operated by You provided that:
 - (i) Our liability in respect of any one article shall not exceed £500
 - (ii) such cloakroom is securely locked when unattended and the key is kept in the custody of a person authorised by You
- (C) Premises and their contents which are not owned, leased or rented to You at which You are working in connection with Your Business
- (D) Premises and their fixtures and fittings which are leased or rented to You unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of Damage to any such Premises and their fixtures and fittings.

4. Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of Buildings or other structures or of water or land or the atmosphere:

- (i) happening in North America or where a claim is brought in a court of law in North America
- (ii) happening anywhere in the world other than North America unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected Incident which takes place in its entirety at a specific, permanent in time and place during any Period of Insurance

Provided that all pollution and contamination which arises out of one Incident shall be considered by Us for the purpose of this Policy to have occurred at the time such Incident takes place.

5. Product Defects and Recall

- (A) Any legal liability in respect of loss of or Damage to any product supplied in contract work executed by You caused by any defect or unsuitability for its intended purpose.

6) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by You or any contract work executed by You.

6. Professional Fees

Any legal liability arising from or in connection with any advice, design or specification provided by You for a fee.

7. Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by You where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by Us in writing.

8. Remedial Expenses

Any legal liability for the costs of remedying

- A) any defect or alleged defect
- B) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

in Premises occupied of by You.

9. Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any Improvement or prohibition notice
- C) fines for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) agreement, exemplary or punitive Damages awarded by any Court (outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man)

10. Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from:

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel
- or
- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11. War and Armed Hostilities

Any legal liability arising from any consequences of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

12. Fear of Asbestos

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

13. Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any Property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

14. Aircraft Products

Any legal liability arising from Aircraft Products.

15. Excess

Your Excess as shown in the Schedule in respect of

- A) the claimant's damages
- B) the claimant's costs and expenses.

16. Other Insurance

Efficient cover is provided by any other insurance Policy

- 17. **Offshore**
Any legal liability arising from work performed Offshore.
- 18. **Height and Depth**
Liability arising out of or in consequence of any work at a height greater than ten (10) metres or a depth greater than three (3) metres.
- 19. **Land-based Locations**
Liability arising out of or in consequence of any Products or work in or on railways, railway installations, ships, docks, harbours, quayside, mines, collieries, chemical, paint-chemical works, oil refineries, gas works, fuel storage facilities, power stations, nuclear plant, bridges, viaducts, tunnels, dams, chimney shafts, towers, steeples or airports.
- 20. **Products shipped to third territories**
Any legal liability where it is known to the insured, their Products are exported to the United States of America and / or Canada and any of their associated territories, unless agreed by Us.

PUBLIC LIABILITY/PRODUCTS LIABILITY – HOW WE SETTLE CLAIMS

How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of Your Policy, We will pay the amount of any Damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You and at Your request any of Your directors, partners or any Person Employed have incurred with Our written consent.

Your Excess as shown in the Schedule is payable before We will be liable to make any payment.

The most We will pay

In respect of any one Event the most We will pay is the Limit of Indemnity shown under Public Liability/Products Liability in Your Schedule.

In respect of all Events happening during any one Period of Insurance in respect of Products supplied the most We will pay is the Limit of Indemnity in respect of Products shown under Public Liability/Products Liability in Your Schedule.

In respect of all Incidents considered by Us to have occurred during any one Period of Insurance in respect of pollution or contamination of Buildings, other structures, water, land or atmosphere the most We will pay is the Limit of Indemnity in respect of pollution shown under Public Liability/Products Liability in Your Schedule.

In respect of terrorism the most We will pay is the Limit of Indemnity in respect of terrorism shown under Public Liability/Products Liability in Your Schedule.

In respect of any one claim arising out of any one Event or all Events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to Asbestos or materials or Products containing Asbestos shall not exceed the Limit of Indemnity stated in Your Schedule.

In respect of any one claim arising out of the applications of heat other than soldering irons or hot air guns that not exceed the Limit of Indemnity stated in Your Schedule.

Our right to pay the full limit at any time

In respect of any one Event We may pay the Limit of Indemnity shown under Public Liability/Products Liability in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which We are liable under this Policy and which were incurred by You prior to the date of such payment.

Payment in the context of litigation

If We have to provide cover for more than one person Our liability will not be more than the Limit of Indemnity shown under Public

Liability/Products Liability in Your Schedule

The most We will pay in respect of all **Incidents** considered by Us to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under **Public Liability/Products Liability in Your Schedule**.

The most We will pay in respect of all **Damages** arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under **Public Liability/Products Liability in Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

North America Claims

In respect of claims happening or when a claim is brought in **North America** all costs and expenses of the claimant and the costs and expenses (incurred by Us or with Our written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** shown under **Public Liability/Products Liability in Your Schedule**.

TERRORISM INSURANCE

This insurance only applies where shown as included in the Schedule.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in **Bold** whenever it appears in this section.

DENIAL OF SERVICE ATTACK

Any action or instructions constructed or generated with the ability to **Damage** interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems.

The Definition of Denial of Service Attack includes but is not limited to the generation of excess traffic via network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

HACKING

Unauthorized access to any computer or other equipment or component or system or item which processes stores or removes **Data** whether **Your Property** or not.

PLANT OF NUCLEAR REACTOR

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

NUCLEAR INSTALLATION

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

1. the production or use of atomic energy or
2. the carrying out of any process which is preparatory or auxiliary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
3. the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

RESIDENTIAL PROPERTY

House and blocks of flats and other dwellings (including furnished contents and personal effects of every description).

VIrus OR SIMILAR MECHANISM

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

The Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

WHAT IS COVERED

1. Notwithstanding any provisions to the contrary within this Policy the cover in respect of all items insured by the **Property Damage**, **All Risks**, **Terror**, **Business Interruption** and **Loss of (or) from Insurance (where operative)** is extended to include Terrorism insurance as specified below:

This Policy includes **Damage** or loss resulting from **Damage** to the **Property Insured** and consequential loss resulting therefrom insofar and to the extent that it is insured by this Policy whilst situated within the applicable Territory stated below caused by or resulting from an Act of Terrorism (as defined below)

provided always that Terrorism insurance is

- (A) subject to the excluded causes detailed under 'What is not covered'
- (B) not subject to any other excluded causes stated in this Policy

provided also that Our liability in any one Period of Insurance shall not exceed:

- A) in the whole the total sum insured;
- B) in respect of any claim the sum insured or any other stated LIMIT OF LIABILITY specified in the Schedule or elsewhere in the Policy.

whichever is the lower subject always to the LIMIT OF LIABILITY in respect of the Territory stated below after the application of all the provisions of the Insurance including Four Excess.

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

Territory	LIMIT OF LIABILITY
1. Great Britain	As otherwise specified in this Policy
2. Elsewhere	Not insured in the world

WHAT IS NOT COVERED

1. War, Civil Commotion, RIOT and Armed Robbery

Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2. Electronic Data

Any loss whatsoever or any expenditure resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- A) the alteration, modification, deletion, corruption of or Damage to any computer or other equipment or component system or item which processes stores transmits or retrieves Data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or
- B) any alteration, modification, deletion, corruption of data processed by any such computer or other equipment or component or system or item.

whether the property of the Original Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from VIRUS OR SIMILAR MECHANISM or HACKING or Phishing or DENIAL OF SERVICE ATTACK.

3. NUCLEAR INSTALLATION or Nuclear Reactor

Any loss whatsoever or any consequential loss resulting or arising from Damage to any NUCLEAR INSTALLATION or nuclear reactor and all fixtures and fittings, situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service mains of any description which are affixed or connected to or in any way serve such NUCLEAR INSTALLATION or nuclear reactor.

4. Nuclear Fuels and Chemical, Biological and Radiological Contaminants

In respect of RESIDENTIAL PROPERTY insured in the name of a Private Individual

any loss whatsoever or any expenditure resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- B) ionising radiation or contamination by radioactivity or from the combination of any radioactive material;
- C) chemical and/or biological and/or radiological agents, contaminants or pollutants.

LEGAL COSTS

- 1. In any action, suit or other proceedings where We allege that any Damage or loss resulting from Damage is not covered by this Policy, the burden of proving that such Damage or loss is covered shall be upon You.

2. Any clause in this Policy which provides for adjustments of premium based upon declinations on expiry or during the Period of Insurance do not apply to Terminate Insurance.
3. If this Policy is subject to any Long Term Agreement/Underwriting it does not apply to Terminate Insurance.

All the terms, definitions, provisions, conditions and exclusions of the Policy apply except insofar as they are hereby expressly varied.

CLAIMS CONDITIONS

The following conditions apply:

1. Making a Claim

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

- A) tell Us as soon as reasonably practicable and no later than:
 - i) 30 days of You becoming aware of the **Event** or occurrence of;
 - ii) 7 days in the case of **Damage** caused by fire, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons;
 provide Us with all information and help We reasonably require in respect of the claim and where requested by Us and at Your expense: written details containing as much information as possible on the **Event**, **Damage**, **Accident** or **Injury** including (to the extent possible) the amount of the claim;
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves;
- C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**;
- D) not admit or deny liability nor make any offer, compromise, protest or payment, enter into any agreement or give any undertaking in respect of the claim without Our written consent;
- E) pass to Us immediately, unreserved, all communications from third parties in relation to any **Event** which may result in a claim under this Policy;
- F) tell Us immediately of any impending prosecution, impact or fatal injury or civil proceedings and send to Us immediately every relevant document You receive in relation to any such matter;
- G) provide Us with such books of account or other **Business** books or documents or such proofs as may reasonably be required by Us for investigating or verifying the claim;
- H) provide to Us (if required) a statutory declaration of the truth of the claims and any related matter;
- I) in respect of Personal Injury (Robbery) under Money Insurance and Personal Accident Insurance provide Us at Your expense with all detailed particulars, certificates and evidence required by Us. Any insured person covered under these insurances shall, insofar as required by Us, submit to medical examination in Our expense in connection with any claim.

2. Our Control Of Claims

We will be entitled:

- A) on the happening of any **Damage** to the **Property** insured to enter, take and keep possession of the **Building** where **Damage** has happened, to take and keep possession of the **Property** insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing Our right to rely on any conditions of this Policy. This Policy will be proof of leave and license for such purpose;
- B) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this Policy. You will give all information and assistance reasonably required;
- C) to any **Property** for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such **Property** as may be reasonably practicable but You will not be entitled to abandon any **Property** to Us;
- D) at Our option to repair or replace the **Property** or any part of the **Property** for which We may be liable under this Policy, provided that We will not be bound to reimburse exactly or completely but only in circumstances permit and in reasonably sufficient manner. We shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3. Conditions

No claim under this Policy shall be payable unless the terms of Claims Condition 1 have been complied with.

4. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by You, any director, partner, principal or Employee of Yours or any person acting on Your or their behalf to obtain any benefit under this Policy or if any **Damage** is deliberately caused by You or with Your knowledge then all benefit under this Policy shall be forfeited.

5. Other Insurance

If You claim under this Policy for something which is also covered by another Policy, We will only pay Our proportionate share of the claim. You should give Us full details of the other Policy.

This condition does not apply to Money Insurance, the Contractors Motor Liability cover under Liability Insurance - Public Liability/Product Liability or to Personal Accident Insurance.

POLICY CONDITIONS

1. Fair presentation of the Risk

- A) At inception and renewal of this Policy and also whenever changes are made to it at Your request the Insured must
- disclose to Us all material facts in a clear and accessible manner and
 - not misrepresent any material fact
- B) If You do not comply with A) of this condition We may
- avoid this Policy which means that We will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by You is proven to Us to be deliberate or reckless in which case We will not return the premium paid by You and
 - recover from You any amount We have already paid for any claims including costs and expenses We have incurred.
- C) If the You do not comply with clause A) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what We would have done if We had known about the facts which You failed to disclose or misrepresented
- If We would not have provided You with any cover We will have the option to
 - avoid the Policy which means that We will treat it as if it had never existed and repay the premium paid and
 - recover from You any amount We have already paid for any claims including costs and expenses We have incurred
 - if We would have applied different terms apply. We may recover any payment made by Us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - If We would have charged You a higher premium for providing the cover We will charge You the additional premium which You must pay in full
- D) Where this Policy provides cover for any person other than You and that person would if they had taken out such cover in their own name have done so for the purposes wholly or mainly unconnected with their trade, business or profession We will not include the remedies which might otherwise have been available to Us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than You.

Provided always that if the person concerned in You are acting on their behalf makes a careless misrepresentation of the fact We may include the remedies available to Us under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

2. Alteration of Risk

This Policy shall be voided by Us if and when

- the Business is wound up or carried on by a liquidator or receiver or permanently discontinued; or
- You cease to have an interest that is insurable (for example the Premises have been sold to a third party). However this right to avoid the Policy does not apply in the event of Your death; or
- there are any significant alterations to the Business; or the Premises; or Property within the Premises; or the occupation of the Premises by You or Your Employees; or any other change in circumstances which increases the risk insured against under this Policy

unless such alteration is notified to Us and We confirm that We are happy to accept the change.

3. Cancellation of Policy

You may cancel this Policy by informing Us in writing and cancellation will be effective from the date of receipt of Your instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover, the cancellation will only be effective from the date of return of the Certificate(s) to Us.

We may cancel this Policy by sending 30 days' written notice to Your last known address.

In the event of Cancellation, We will refund the premium You paid for the rest of the insurance period. We will do this only if You have not made a claim during the Period of Insurance.

4. Contracts (Rights of Third Parties) Act 1999

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

5. **Law Applicable**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws, unless **You** and **We** agree otherwise in writing. **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

We and **You** have agreed that any **Legal Proceedings** between **You** and **Us** in connection with this contract will only take place in the Courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the Courts of whichever of those two places in which **You** are based.

6. **Policy Warrant**

This **Policy** shall be voidable in the event of misrepresentation, non-disclosure or non-disclosure in any material particular, however, **We** agree not to void the **Policy** provided that:

- such misrepresentation or non-disclosure has not been deliberate or reckless;
- such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, **We** would not have entered into this **Policy** on any terms;
- We** shall be entitled to impose appropriate additional terms (other than premium) with effect from inception or if applicable the date of the alteration.

If at the time of **Damage**, claim or loss the premium charged to **You** would have been higher but for the misrepresentation or non-disclosure in any material particular **Our** liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium.

7. **Observance of Terms**

It is a condition of **Our** liability that **You** observe the terms of this **Policy** relating to anything to be done or complied with by **You** except in so far as it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees. Failure to comply may result in a claim not being paid or amount reduced.

8. **Our liability**

All the sums insured, limits of indemnity and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of persons entitled to indemnity under this **Policy**.

For all purposes, including but not limited to, the application of sums insured, limits of indemnity and any other restrictions on the amount of **Our** liability stated in this **Policy**, the definition of **You** shall constitute one insured party, and there shall only be one contract of insurance between that insured party and **Us**.

9. **Reasonable Precautions**

You must in **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any injury to **Employees** or the public.

You must keep all of **Your** Buildings, Furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair.

If **You** discover any defect or danger, **You** must make it good as soon as reasonably practicable and in the meantime take such additional precautions as circumstances reasonably require.

You must exercise care in the selection and supervision of **Employees**.

10. **Financial or Public Sanctions**

We shall not provide coverage or be able to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

11. **Non-insurable risks**

Cover shall not be reinstated by any act or omission or by any alteration unknown to or beyond the control of **You** by which the risk of loss or damage is increased, provided that **You** shall give notice to **Us** (and pay an additional premium if required) immediately **You** become aware of such alteration.

12. **Arbitration**

Any dispute arising out of or relating to this insurance including over its construction application or validity will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

CUSTOMER SERVICES AND COMPLAINTS PROCEDURE

OUR COMMITMENT TO CUSTOMER SERVICE

We are committed to going the extra mile for our customers. If You believe that we have not delivered the service You expected, we want to hear from You so that we can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

How to complain

- Please quote Your policy number and claim reference (if applicable) in all correspondence so that Your concerns may be dealt with speedily.
- If You are unhappy with any element of the cover we provide or any aspect of our service or have a cause for complaint, please, in the first instance, contact the insurance intermediary who arranged the Policy for You.
- If You are still unhappy after Your insurance intermediary has reviewed, then contact:

Subject	Contact
RISA	Please contact RISA Customer Relations Team: <ul style="list-style-type: none"> • Post - PO Box 255, Wymondham, NR18 8DP • Email - ort.hullivell@uk.risagroup.com Details of the RISA internal complaint handling procedures are available on request.
Accelerate	Please contact the Managing Director at Accelerate Underwriting Ltd: <ul style="list-style-type: none"> • Post - 3rd Floor, 159 Fincham Street, London, EC3M 6BB • Email - complaints@accelerate-underwriting.com Details of the Accelerate internal complaint handling procedures are available on request.

Alternatively, You can ask the insurance intermediary who arranged the Policy for You to refer the matter on for You.

Complaints process

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve our service in the future.

Once Your complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date Your complaint is received.

If You are still not happy

If You are still unhappy after the above review, or You have not received a written offer of resolution within 8 weeks of the date Your complaint was received, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted as:

Call	Financial Ombudsman Service, Exchange Tower, Harbour, Exchange Square, London, E14 9SB
Telephone	0800 0234567 (for landline users) 0800 1234123 (for mobile users)
Email	complaints@financial-ombudsman.org.uk
Website	www.financial-ombudsman.org.uk

You have the right to refer Your complaint to the Financial Ombudsman, free of charge, but You must do so within six months from the date of the final response letter. If You do not refer Your complaint in time, the Ombudsman will not have our permission to consider Your complaint and so will only be able to do so in very limited circumstances. This does not affect Your right to take legal action. However, the FOS will not adjudicate on any case where litigation has commenced.

Thank You for Your Feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If We are unable to meet our financial obligations You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

For this type of insurance, 90% of Your claim is covered, without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4300, or 0800 678 1100.

HOW WE USE PERSONAL INFORMATION

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties. If You contact Us electronically, We may collect Your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by Your service provider.

We may use and share Your information with other members of the Group to help Us and them:

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- develop Our services, systems and relationships with You
- understand Our customers' requirements
- develop and test products and services

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

- where We have Your permission
- where We are required or permitted to do so by law
- to fraud prevention agencies and other companies that provide a service to us, Our partners or You
- where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone We pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which You provided it. Details of the companies and countries involved can be provided on request.

We would like to keep You informed (by phone, post, email or text) of selected products and services available from Us and Our carefully chosen suppliers. If You would prefer not to receive this information from Us and have not previously advised Us of this, please let Us know when You contact Us. From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object, You will consent to that change.

We will not keep Your information for longer than is necessary.

REQUESTS OF CUSTOMERS

To request access or correct inaccurate personal information, or to request the deletion or suppression of personal information, or object to its use, please write to Accelerate Underwriting Limited, 3rd Floor, 153 Finchchurch Street, London, EC3M 4BB.

EMPLOYERS' LIABILITY TRACING OFFICE

Certain information relating to Your Policy including, without limitation, the Policy number(s), employer's name and address(es) (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employer's 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 Employer's Liability Insurance Disclosure By Insurers Instrument 2020. This information will be subject to regular periodic updating and certification and will be updated 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 employer's liability insurance of their employers (the Claimants).

1. to identify which insurer (or insurers) was (or were) providing employer's liability cover during the relevant periods of employment; and
2. to identify the relevant employer's 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/retail employer's 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 Policy Data in this way and for these purposes.