

A close-up, low-key photograph of a dark horse's head in profile, facing right. The horse is wearing a leather bridle with silver hardware. The lighting is dramatic, highlighting the contours of its face and the texture of the bridle against a dark background.

Equestrian Trade
Insurance Policy Wording

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ABOUT YOUR INSURANCE POLICY

This insurance Policy is a legal contract between You and Us. The contract is based on the information You give Us when You apply for the insurance and the information which You have supplied.

We will provide cover for those actions, shown as covered in Your Schedule during the Period of Insurance for which We have accepted Your premium. Our liability will not exceed the amount of any sum insured of that item in the Policy Schedule 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.

NOTIFICATIONS

Claims

We recognise that there may 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:

0345 300 4006

24 hour Claims Helpline - including emergency repairs and catastrophe claims.
(Please quote 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.

CATASTROPHIC CLAIMS

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 claim, 24 hours a day, 365 days a year.

DEFINITIONS – WORDS WITH SPECIAL MEANINGS

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

Hazard

A sudden, unexpected deterioration and deterioration 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 that expenditure during the Indemnity Period in consequence of the loss of the Premises (unless but not exceeding the amount of the reduction in Gross Profit, thereby avoided).

Aircraft or serial device

Aircraft or any serial device (including radios or equipment) and any other Goods or products manufactured, sold, handled or distributed in services provided or recommended by You or by others trading under Your name (or use in the manufacture, repair, operation, maintenance or use of any aircraft or serial 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, fibres asbestos, fibres amphibole or fibres vermiculite or any mixture containing any of these materials.

Asbestos Containing Material

Any material containing Asbestos or Asbestos Dust.

Adverse Possession

Interest or possession of Asbestos.

Building(s)

Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless stated differently in the Schedule or Statement of Fact) and includes:

1. the Shop Front (except where more specifically insured);
2. Landlord's fixtures and fittings in and on the Building;
3. outside Buildings, extensions, annexes and porches;
4. walls, gates and fences;
5. services which shall mean telephone, gas and water mains; electrical instruments, meters, piping, cabling and the like and all connections extending from the Building 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. operation and management of centre, 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 clients, 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 not except of Employees' liability section of liability insurance that does not include any work undertaken offsite.

Business Premises

That part of the Premises solely occupied by You for the conduct 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 machines held in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man to You or to any member of Your family permanently residing with You.

Demand:

Recoverable sum, 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 device or missiles dropped from them, riot, civil commotion, strikes, locked-out workers, persons taking part in labour disturbances, malicious persons, storm, flood, escape of water from any tank apparatus or pipe, burst by any road vehicle or animal, theft, accidental release 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 lent to or borrowed by You;
3. a labour master or person supplied by him;
4. a person engaged by a labour only sub-contracter;
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 1998 the Community Offenders (Scotland) Act 1978 or similar legislation;
10. in Your insured buildings or home workers employed under contract to execute personally any work in connection with the Business.

Event(s):

One occurrence or all occurrences of a series consequent on or attributable to one single 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 term 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 term 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.

Exhibition(s):

Includes demonstration, trade fair or show.

Failure of 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 defined as specified or as required in the circumstances of Your business activities.

General Coverage:

In so far as they are not otherwise exempted:

1. machinery, plant, fixtures, fittings and other fixed equipment;

2. all office equipment and other fixtures,
patterns, models, moulds, plans and designs;
3. documents and business books for an amount not exceeding the limit shown in the Schedule for any one loss;
4. Directors', partners' and Employee's personal effects including clothing, pedal cycles, tools, 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, Modems and portables of any description;
5. motor vehicles, motor trailers and their contents;
6. 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;
7. Glass, lightning rods, robes 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, tinted, tinted or fire glass;
- 5. Decoration or protective film or sheet foil on glass.

Stock:

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

Cost Price:

England and Wales and Scotland but not the Islands) has 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 amount 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 excluded 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 methodology, provision being made for depreciation.

Open Book Provision:

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

Open Account:

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

Ground Rent:

Annual or bi-annual payment of the site on which Your Buildings stand (soil to setting 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 hours a day nursing service supervised by duly registered nurses or by persons with equivalent qualifications and;
- 4. is not other than hospital or an institution which provides full time facilities for:
 - A. mentally ill or mentally handicapped persons;
 - B. nursing or convalescing;
 - C. aged persons of 70 years or more;
 - D. drug addicts;
 - E. alcoholics.

Damage

An individual loss arising out of and directly occasioned by one sudden unexpected specific Event occurring at an identifiable time and place.

Damaging Period

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

Death

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

Detector Alarm System

Includes all hardware equipment used to transmit the signals to and from the Premises.

Emergency

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

Fallability

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 Sight

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

- i. in both eyes if the Insured Person's name is added to the Register of Blind Persons, on the authority of a fully qualified ophthalmic specialist;
- ii. in one eye if the degree of sight remaining after correction is 5/60 others on the Snellen scale (meaning being able to read the Insured Person should you at 60 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 metacarpophalangeal 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 is listed 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 all 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.

Machinery

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 including 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 cash), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemptions vouchers, Holiday with Pay claims, gift tokens and trading tokens.

Non-Negotiable Money

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

Notify Areas

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

Offices

Branches or offices or a vessel or aircraft for convenience to an office or platform until discontinuation from the conveyance on land and sea return from such office or platform.

Outstanding Debt Business

The total recorded under 'Duplicate Receipts' (as detailed in 'Requirements which You must comply with to minimise loss of') supplied for:

- 1 bad debts
 - 2 amounts debited (or invaded 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 nearly as reasonably practicable those which 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 Risk

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

Person Employed

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

while under Your direct control and supervision.

Persons Covered to Indemnity

1. You
 2. Your personal representative(s) in respect of legal liability incurred by You
 3. All Your Insureds
- 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 the Policy if the claim had been made against You.

- (i) the officers, commissioners and members of Your current, past, sports and welfare organisations and fire and, fire, ambulance, medical and security services in their respective capacities in such but this shall not include medical or dental practitioners in relation to medical services provided
- (ii) any of Your directors or partners or Employees in respect of private work undertaken by any Person Employed for such director, partner or Employee with Your prior consent.

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

Data

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, prepared, 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

Movable 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

All 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:

- (i) Property which is more specifically insured
- (ii) certain specifically notified as and accepted by Us as insured
- (iii) land, roads, pavements, walls, fences, bridges, railways or structures
- (iv) 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 had been taken of the trends of the Business and of the variations in 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 or decreased with the maximum Indemnity Period (Business Interruption Insurance) 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.

Business
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 section.

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

Uncovered Developments

Property built for sale or letting by You (other than under a Contract for a principal).

Business 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 on 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 excluded to the extent that You are accountable to the tax authorities.
2. Any adjustment implemented in current cost accounting is disregarded.

Statement of Fact

The documents setting out information provided by You or Your representative as being relevant to the cover that has been applied for, and including, answers 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 transit, work in progress and finished Goods (including telephone cards, lottery 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 going from such thermometer or thermometer would normally be placed in the cold chamber but is elsewhere on the Premises.

Substrates

Downwards _____% of the area on which Your Buildings stand by a width other than the height of the Buildings themselves.

Systems

Computers, other computing and electronic equipment linked to a computer hardware equipment, 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.

Rental's Improvements

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

Territorial Limit

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

Definitions

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

Insured Variable Expenses

1. Purchases and related discounts
2. Bad debts

unless otherwise shown in the Schedule

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

Business Premises

The 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

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

Computer Virus

Programming code designed to achieve an unexpected, unauthorized 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 diskette or CD-ROM or otherwise and whether involving self-replication or not.

Water Damage

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

Wholly Insured

Royal & Sun Alliance Insurance plc, 11 Market Court, Chancery Way, Horsham, West Sussex, RH1 2JG.

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/Vous/Vouszelf

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 as Our option re-insure 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 anyone item it is worth insured or only after issued Limit of liability.

Events:

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

1. Fire, smoke, lightning, explosion and earthquake.

Other than:

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

2. Riot, civil commotion,暴乱, 反对-政-府-的-暴-乱 或 persons taking part in暴-乱-的-人-们 或 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 thereby 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 unoccupied or used directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

3. Earth or flood.

Other than:

- (i) Damage caused solely by flood to the Water Table Level.
- (ii) Damage caused by frost, Subsidence, Ground Heave or Landslip.
- (iii) Damage to fixed, integral and removable Property in the open.

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

Other than:

- (i) Damage by water discharged or leaking from an unauthorised sprinkler installations.
- (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 lorry, truck or other industrial vehicle;
- B. an aircraft or other aerial device or article 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 fixed forming part of the exterior of the Premises.
- (iv) Damage to movable 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.

- (ii) Damage due to a person obtaining any Property by deception.
- (iii) Damage to structures of any description.
- (iv) Damage due to disappearance or unexplained or inventory shortage.

8. Subsidence, Ground Movements 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 escaping from a fixed heating installation or connected apparatus.

Other than:

- (i) The cost of replacing them.

10. Falling trees or their branches.

Other than:

- (i) Damage caused by falling or toppling by You or on Your behalf.

11. (a) Accidental breaking of Glass and break sanitary ware.

(b) Accidental Damage to resin and illuminated signs and electric light fittings.

Including part of the Buildings at the Premises and other 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 resin 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 repaired.

12. Any other Accident

Other than:

- (i) Damage by any of the Events 1 – 11 of the above, (hereinafter "Other than") to parts of Your Business (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, water/dry rot, shrinking, evaporation, loss of weight, dampness, dryrot, moulding, scorching, warping, pests or insects;
 - B. change in temperature, colour, texture, texture or finish;
 - C. joint leakage, failure of valves, cracking, fracturing, collapse or overheating of boilers, autoclaves, paper heaters, pressure vessels or any type of connected steam and feed pipes;
 - D. mechanical or electrical breakdown or disengagement in respect of the particular machine, apparatus or equipment in effect the break down or disengagement of which
 - i. such Damage which shall result from other Damage which is covered by this insurance;
 - ii. subsequent Damage which shall result 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, resulting or involving the following:
- (vii) Damage to a Building or structure caused by its own collapse or stocking;
- (viii) Damage to fences, gates and movable Property in the open by wind, rain, fire, deer, were, flood or dust;
- (ix) Damage to Property resulting from its undergoing the process of production, packing, treatment, freezing,

- (x) Compensation, servicing or repair;
- (ii) Damage to Property in transit;
- (iii) Damage to Money and securities of any description;
- (iv) Damage to vehicles required for Food use (including attached accessories), caravans, boats, marine locomotives, rolling Stock, aircraft or aircraft);
- (v) 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. Emergency Expenses

The costs incurred by You in putting fire extinguishing appliances and replacing used supplier hand tools 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 the emergency services when attending the Premises as a result of Damage by any of the insured Events 1 to 13 of the Household and the first three in the Schedule for any one loss.

3. Tools and Access and Repair or Replacement

Damage occurring as a result of escape of water or oil as insured by Events 4 (Escape of water from any tank, apparatus, pipe or appliance), 6 (Incidental escape of water from any automatic sprinkler installation) and 9 (Oil escaping from a food heating installation or permitted apparatus) including:

- the costs necessarily incurred in locating the source of such Damage;
- the costs necessarily incurred in repairing and making good any Damage caused in locating the source of the Damage and;
- the cost of repairing or replacing tools, apparatus, pipes or appliances which have been damaged by freezing up to the limit shown in the Schedule for any one loss.

4. Broken Glass

The costs of:

- any necessary boarding up or temporary glazing damage to ensure the Premises pending replacement of broken Glass if a replacement cannot be made at the same time;
- removing and re-hanging window fittings, framework and other obstacles to replacement;
- repairing or replacing window frames;
- replacing fixed Glass and sanitary ware in any part of the Buildings at the Premises also occasioned by You as a result of breaking provided that such Glass and sanitary ware are not insured on another Policy.

Induced as a result of Damage by any of the insured Event 1 - 13 of the Household up to the limit shown in the Schedule for any one loss including Damage caused by event 12 (A - Accidental breaking of fixed Glass and fixed sanitary ware / B - Accidental Damage to roofs and illuminated signs and electric light fittings).

5. Theft Cover Extension

- The cost of repairing Damage to the Buildings in a sum of £100 (whether or not the Buildings are insured by this insurance) if You are responsible for the repair and the Damage is not insured by another Policy.

Other than:

- Damage to Buildings which You can lawfully afford under this Policy or any other policy;
- The damage incurred in necessarily replacing tools 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;
- Damage by theft or damaged staff to items of garden furniture and play equipment kept in the open on the Premises.

6. Broken Glass

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

- the Buildings caused by failing television or radio receiving aerials, aerial fittings and masts or antenna dishes;
- underground water, gas and drainage or electricity cables extending from the Buildings to the public mains.

7. Unauthorized Use of Electricity, Gas or Water

The cost of metered electricity, gas or water, for which You are legally responsible arising from its unauthorized use by persons taking possession, having 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:

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

8. Use of Meters or Water

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

The amount payable will be determined by comparing the charge made by the water supplier on their account 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 You did not pay the relevant bills within 30 days of the discovery of the Damage.

9. Property at Other Locations

Damage to:

- documents and Business Books whilst removed from the Premises by any person and whilst in transit;
- any other General Contents (excluding vehicles leased for road use whilst temporarily removed from the Premises by any location and whilst en route 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:

- any Building not permanently occupied by You for the purpose of the Business until this Building is securely locked;
- any unattended vehicle where all points of access to the vehicle are locked or the vehicle is stationary at the same time;
- any vehicle which is away from Your own Premises or elsewhere You are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked Building or secured security park.

- (ii) Any Property that is insured on another Policy;

- (iii) Damage occurring outside the Territorial Limit as shown in the Schedule for Content temporarily removed.

10. Alterations and Additions - Buildings, Shop Fronts, Tenant's Improvements and General Contents

Alterations or additions made to any Building 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 of any Premises covered by this insurance or situated in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man. Cover will be subject to the terms of this insurance and will apply from the time from which You become responsible for such Property and the next renewal of the Policy at which date specific insurance should be effected.

The sum insured 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 Insurance Stock

The Stock such insured specified in the Schedule over 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 fete.

12. Exemptions

An adjustment in the sum 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 until You tell Us so.

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

13. Derogation of Stock Insurance

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

1. The rise or fall in temperature resulting from the cause not excluded
2. The action of refrigerant fluids 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 refrigerator units which at the commencement of the Period of Insurance in which the Damage occurred was more than three years of age.
- ii) Deterioration or putrefaction resulting from Damage at the Premises by fire, lightning, explosion, flood, earthquake, aircraft or other aerial device or articles dropped from them or by leakage from a service connection.
- iii) Damage resulting from the deliberate act of any public electricity supply authority or the control 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. Annexes

Damage to Money and Property described up to the Limit of Liability up to £1000 as shown in the Schedule

A) Negotiable Money:

- i) In Your Business Premises during Working Hours or en route or in a bank night safe and thereafter within Your 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:
 - a) in locked safes or strongrooms up to the limit shown in the Schedule for any one loss.
 - b) in all other locked safes or strongrooms up to the limit shown in the Schedule for any one loss.
 - c) monies 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.
- vi) Non-Negotiable Money up to the limit shown in the Schedule for any one loss.
- vii) 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.
- viii) Stamped or impressed National Insurance Cards up to the limit shown in the Schedule for any one loss.
- ix) Damage following theft or attempted theft in any point banking machine, safe, strongroom or any container or vehicle 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 Benefits

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:

- (i) solely and directly as a result of robbery or unauthorised robbery while engaged in the Business and
- (ii) within one year of the date of death, dismemberment or incurring of Medical Expenses for which the benefit is claimed.

Benefits:

- (i) Death
 - (ii) Loss of Eye or loss of limb
 - (iii) Permanent dismemberment other than by loss of Eye or loss of limb from gainful employment of any kind and any kind
 - (iv) Temporary total disablement from usual occupation
- Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive
- (v) 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 104 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, dismemberment 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 or any naturally occurring condition or degenerative process or the result of a gradually increasing cause;

16. Exhibitions

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

Other than:

- (i) Damage resulting from dishonesty or malice 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 breaking or operation
 - B. Goods by atmospheric or climatic conditions in respect of Exhibitions held in the open air in consequence of inclement weather
 - 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 (but not involving entry to or exit from the room containing the Goods) by forceful and violent means or the Exhibition premises or site is patrolled by security personnel.

17. Non Insured Risks

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

18. Property Located 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:

- (i) Damage shall mean loss or diminution of or damage to such Property by Fire, Lightning, Explosives and Aircraft only (as defined below) and
- (ii) The most We will pay in respect of any one claim is as shown in the Schedule.

WHAT IS NOT COVERED

- (i) The amount of the Excess as shown in the Schedule.

19. Major 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 policies issued in respect of any events beyond the amount which would have been available under the marine Policy or policies had this insurance not been effected.

1.1 Space Accidents

Damage caused by jettisoned waste caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

1.2 War and Armed Strife

Damage caused by:

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

1.3 Pollution and Contamination

Damage caused by pollution or contamination except where otherwise excluded, destruction of or damage to the Property Insured caused by:

- A. pollution or contamination which itself results from one Event Insured (other than Event 1.3 (Any other Accident));
- B. any Event Insured (other than Event 1.3 (Any other Accident)) which itself results from pollution or contamination;

1.4 Nuclear Damage

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 radiation or contamination by radioactive material nuclear fuel or from any nuclear waste from the separation of nuclear fuel;
- B. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear weapon or its component(s);

1.5 Terrorism

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

- A. terrorism regardless of any other cause of Event constituting 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 controlling, preventing, suppressing or in any way relating to an act of terrorism.

in Great Britain and Northern Ireland but not elsewhere

- 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 be pure or de facto;

to the fact that this insurance is not capable 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 the 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.

1.6 Data Breach

- A. 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 acquisition of use of access to or modification of Data;
- unauthorised transmission of Data to any third party;

- (a) Damage arising out of any dissemination, use or misuse of Data
(b) Damage arising out of any deletion after misreceipt of Data.

- (c) Damage to the Property caused directly or indirectly from:
- (i) the transmission or receipt of any Virus
 - (ii) unauthorised access to a System
 - (iii) interruption 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 website or electronic means of communication;
 - (iv) Failure of a System
 - (v) anything described in (A) above
- But in respect of (B)(i), (B)(ii), (B)(iii) and (B)(iv) this shall not exclude subsequent Damage which itself results from any of the Events insured provided that such Damage does not arise by reason of any negligence or omission.

PROPERTY DAMAGE INSURANCE - HOW WE SETTLE CLAIMS

How We Settle claims for Damage to Buildings, Stock-in-Trade, Inventories and General Contents.

(other than motor vehicles, director's, partner's and employees' personal effects, documents and business books)

Nothing in the Damage is covered under this Insurance that will pay You:

Cost A

The cost of repairing/reinstating 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 in condition 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 repair/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 damaged Property or undamaged portions of Property other than foundations
 - B. Any rate, tax, duty, development or other charge or assessment which may arise as a result of repair/reinstatement 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, demolishing, dismantling, clearing up and preparing portions of the Property including any costs or expenses:

1. incurred in removing debris except from the site of such Damaged Property and the area 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 claim.

Additional factors when settling these claims:

The work of reinstatement and repair:

- * The work of reinstatement may be carried out wholly or partly upon another site and in any manner suitable to Your requirements provided that it does not infringe 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:

- until the cost of reinstatement has actually been incurred;
- if the work of reinstatement is not carried out as quickly as is reasonably practicable;
- if at the time of the Damage the Property is covered by any other insurance effected by You or on Your behalf and such other insurance is not on the standard basis of reinstatement defined in Cost A above;
- 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:

- complying with Public Authorities' requirements;
- removing debris;
- professional fees;

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

Your sum insured - the penalty 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 85% 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 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 115% of the base value shown 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.

We will claim for Damage to documents and fixtures:

We will pay You:

- the value of the repairable stationery;
- the cost of clerical labour in writing up staff documents;
- the costs reasonably incurred in connection with the recording of any information to be recorded relating:
 - A. to the value of the information;
 - B. an amount beyond the limit shown in the Schedule for any one loss;
- the cost incurred with Our consent in removing debris, dismantling, demolishing, clearing up and preparing 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.

We will claim for damage to stock and other owned property not specifically insured for:

We will pay You:

- the value of the Property at the time of its destruction or the amount of the Damage;
- the cost incurred with Our consent in removing debris, dismantling, demolishing, clearing up and preparing 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 penalty 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 discount 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 will Insure in respect of Loss of Buildings and/or other Damage

We will pay You:

- i. the actual reduction in Rent incurred 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 sustain or sustain damage as a result of the Damage if the loss relates to Rent payable by You;
- but Our liability shall be limited to the sum insured within the Period of Rent insured (as shown in the Schedule) commencing from the date of the Damage.

You will insure the contents for underinsurance:

- i. 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;
- ii. The Insurable Amount shall be the annual Rent receivable or payable at the rate 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 will claim for Stock in the Cold Chamber

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

You will insure the stock 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 in Stock in the Cold Chamber of the Premises held in all refrigeration units.

Money Insured - How We will Claim

If Money and Valued Property suffer Damage We will pay You the amount of loss of Money or of Our option repair/restate or replace the Property provided that Our liability shall not exceed any stated limit of Liability.

How We will claim for Exhibitions

If any of the Goods suffer Damage as covered under All Risk insured section of this insurance and within the Periodical Limits shown in the Schedule We will pay You the amount of loss of Goods or of Our option repair/restate or replace such Goods.

Our liability will not:

be more than We will pay in respect of any one exhibition in the Limit of Liability as shown in the Schedule or any other stated limit of liability.

Other considerations when settling a claim under this Insurance

Other insurance

- i. If at the time of any claim under this insurance You are or would be 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.

Description

- i. Where necessary the item holding under which any Property is listed shall be determined by the designation under which such Property appears in Your Books.

Modem

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

When We Insure or Reinsure Property

- We may at Our own option remove or replace any Property destroyed or damaged without being bound to nominate exactly or completely but only at Our discretion permitted and in reasonably sufficient manner.

Insured documents in respect of Assets

- 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 cover

- If at the time of any insured Damage to any Buildings covered by this insurance You shall have re-contracted with Your insurer in such Buildings and the purchaser is subsequently completed the purchaser shall be entitled on completion of the purchase for 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 applicability of which is subject to other restriction on the amount of Our liability when 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.

Reinstatement will You must comply with its present law or Duty

Business premises secured

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

Security measures

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

- All locks, bolts and other protective devices are in full and effective condition.

Further, where We have certified 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:

- I. You shall maintain the Intruder Alarm System at the Premises in full and effective working order under a contract to provide both deterrent and preventive maintenance with the installer or such other contractor agreed by Us in writing.
- II. You shall ensure the Business Premises are not left unattended:
 - where the Intruder Alarm System is tested and put in to standby and in 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 testing signal;
 - if police response to alarm calls has been withdrawn without Our written agreement.
- III. You shall ensure that any Intruder Alarm System installed or sponsored by Us is installed in accordance with a specification agreed in writing by Us.
- IV. You shall not make any alterations to or substitution of:
 - any part of the Intruder Alarm System;
 - the procedures agreed by You for police or any other responder to any activation or other warning signal pertaining to the Intruder Alarm System;
 - the maintenance contract;without Our written agreement.
- V. You shall not make any structural alteration of or changes in respect to the Premises that could affect operation of the Intruder Alarm System without Our written agreement.
- VI. You shall maintain a key of codes for operation of the Intruder Alarm System and shall not have details of such codes at the Business Premises when the Business Premises are unoccupied.
- VII. 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.
- VIII. You shall immediately notify any change of Keyholder details to the police and any alarm receiving centre to which the Intruder Alarm System signals.
- IX. You shall ensure that in the event of application of any activation of the Intruder Alarm System or interruption of the line of communication during the 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 Days on Our next working day and comply with any subsequent requirements imposed by Us if You receive any notification:
- (i) from the public, alarm installer/ maintenance contractor or alarm receiving centre that response to alarm signals or fire interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
 - (ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
 - (iii) that the Intruder Alarm System cannot be returned to or maintained in full working order.

Minimum standards of security

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

- i. The first exit door of the Business Premises must be secured with one of the following:
- (A) a mortise deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors;
 - (B) a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points for aluminium or UPVC framed doors;
 - (C) a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar irrespective of the door construction;
 - (D) two key-operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door;
 - (E) Any metal roller shutter or composite roller shutter must be fitted with one of the following:
 - (i) Two cylinder profile (pin bolt) locks welded as close as possible to the bottom of each side guide rail;
 - (ii) A heavy duty close padlock and mortising 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 and 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.
 - j. 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:
 - (A) Any of the locking arrangements specified in i above according to the construction of the doors:
 - Or,
 - (B) two key-operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door;
 - (C) Any metal roller shutter or composite roller shutter must be fitted with one of the following:
 - (i) Two cylinder profile (pin bolt) locks welded as close as possible to the bottom of each side guide rail;
 - (ii) A heavy duty close padlock and mortising 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 and 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.
 - k. Where any of the doors described in i or j above are of double leaf construction:
 - (A) the first closing leaf must be secured with two key-operated security bolts fitted vertically and shooting vertically one at the top and the other at the bottom of the door;
 - (B) the final closing leaf must be secured with either:
 - (i) any of the locking arrangements specified in i above according to the construction of the doors:
 - Or,
 - (ii) two key-operated security bolts fitted horizontally and shooting vertically one at the top and the other at the bottom of the door.
 - l. 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 relies upon a removable component for their security.

Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via stairs; bathtubs; downspouts; external staircase and fire escapes; porches; outbuildings; garages; sheds, toolsheds etc.

or mort, adjoining or next door Premises.

This requirement does not apply to windows/vitrines which are protected by solid steel bars, grilles, locked gates, shutters, suspended shutters 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 problem which is found during these inspections;
4. the property is maintained in a good state of repair.

Other Requirements

You shall keep all Stock at least 1.5 metres from the ground within the Premises.

Roof and roof access condition

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

1. the 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 qualified 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 hot frying ranges are equipped with cooking thermometers arranged to prevent the temperature of fat rising above 205 degrees centigrade or the manufacturer's recommended temperature and such thermometers are serviced at least once in every 12 month period;
4. all cooking equipment 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 EN 3038 is located in each cooking area.

Moneys in transit

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

Up to £5,000	1 safe loaded person
Between £5,001 and £10,000	2 safe loaded persons
Between £10,001 and £15,000	3 safe loaded persons

An amount of up to £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 the sum insured is 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 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 for each other sum(s) insured as may subsequently be agreed in writing by Us at the time of the Damage.

EXTENSIONS TO COVER

This Insurance also covers:

1. Value Lossing

An adjustment in the sum 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 Lossing of the sum insured will commence during repair or replacement following Damage provided the sum insured at the time of the Damage represents the full replacement cost and work is started out without undue delay.

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

No extra charge will be made for any increase in sum insured until the renewal of the Policy when the renewal premium will be based on adjusted sum 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. That Excess is 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 and the sum shown in the Schedule.
4. Any Property that is insured on another Policy.
5. Damage by theft from any vehicle left unattended for too long.
6. Damage by theft from any vehicle where the Specified Equipment & / or Unspecified Equipment is concealed in a glove compartment or toolkit luggage compartment and either:
 - A. all windows and controls are fully closed and
 - B. all doors and other means of access to the vehicle including the boot are locked or
 - C. entry or access to the vehicle has been effected by forcible and violent means.

1. Damage caused by:
- Arrest, confiscation or detention by order of any Government or Public Authority;
 - Confiscation, seizure or storage costs.
2. Damage to the contents of machines where such contents are shown in the Schedule.
3. Damage as a result of any person obtaining any Specified Equipment &/ or Unspecified Equipment by deception.
4. Damage occurring outside the Territory as shown in the Schedule.
5. Damage caused by pollution or contamination.
6. Damage caused by disappearance, misappropriation or theft of documents, including or containing information.
7. Damage to Specified Equipment &/ or Unspecified Equipment resulting from its undergoing the process of production, packing, treatment, testing, manufacturing, servicing or repair.
8. Damage commencing prior to the granting of cover under this insurance.
9. Damage caused by:
- Its own fault or defective design or materials;
 - inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the Water Table level;
- but not subsequent damage which shall result from other Damage which is covered by this Insurance.
- decomposition, rust, mildew or any rot, shrinkage, evaporation, loss of weight, dampening, dryness, running, stretching, serration, pitting or pockets;
 - change in temperature, colour, texture or brittle
 - overheating or electrical breakdown, failure or disengagement;
- but not such Damage or subsequent Damage which shall result from other Damage which is covered by this Insurance.
10. Damage to Money and securities of any description.
11. Damage to vehicles licensed for road use (excluding attached agricultural implements, trailers, railway locomotives, rolling stock, watercraft or aircraft).
12. Damage to persons (including by aircraft and other aerial devices travelling at less than normal speed).
13. Damage or any loss or impairment whatsoever resulting or arising therefrom of any kind directly or indirectly caused by or contributed to by or acting from:
- ignoring regulations or contamination by radioactive 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 substance or a nuclear weapon or of it.
14. Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
15. Damage to Data which shall include but shall not be limited to:
- Damage to or destruction 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 reinterpretation, use or misuse of Data;
 - Damage arising out of any computer error in respect of Data.
16. Damage to the Specified Equipment &/ or Unspecified Equipment arising directly or indirectly from:
- 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 to the performance of any system or electronic means of communication;
- (iv) Failure of a System;
- (v) anything (excluding in A) above.

But in respect of (ii), (iii), (iv) and (v) this shall not exclude subsequent Damage which may result from a cause not otherwise excluded provided that such Damage does not arise by reason of any fraudulent act or omission.

32. Terrorism

Damage occasioned 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 same;
- (ii) an **Anti-Terrorist Related**:
 - (a) acts of civil commotion;
 - (b) terrorism, heckled-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 or the United Kingdom or any other government, old just or old fair to;

in so far that this Insurance is intended 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 in tandem 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 proceeding 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 ALL 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 claim 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 claim on the basis of the market value at the time of the Damage, taking into account wear, tear and depreciation.

Other circumstances where settling your claims under this insurance

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 Specified Equipment &/or Unspecified Equipment been wholly destroyed.

Over-insured - the amounts to be deducted

- If at the time of the Damage the sum insured for the Specified Equipment is less than 80% 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 replacing the Specified Equipment &/or Unspecified Equipment to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance.

Required documents in respect of the sale:

- * 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

The insurance applies where there is a loss included by the Schedule.

WHAT IS COVERED?

(i) 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 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 listed in the Schedule.

Events:

The following events may apply where shown as inclusion under Property Damage coverage exceptive 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 religious processions.

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震或 Landslip.
- (iii) Damage to Rivers, landfills and reusable Property in that region.

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

Other than:

- (i) Damage by water discharged or leaking from an automatic sprinkler installations.
- (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 forklift truck or other industrial vehicle or
- B. an aircraft or other aerial device or article 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 fire 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 reusable Property in the open.
- (iv) Damage to Property in any outbuilding.
- (v) Damage expected or in any way brought about by You or by any of Your directors, partners or employees.

- vii) Damage due to a person containing any Property in detention.
- viii) Damage to securities of any description.
- ix) Damage due to disappearance or unexplained or inventory shortage.

8. Subsidence, Ground Movements 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. Damage arising from a fixed heating installation or connected apparatus

10. Falling trees or their branches

Other than:

- i) Damage caused by falling or toppling by You or on Your behalf.

11. Accidental breakage of fixed 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 other property You as far as You are legally responsible for resulting from the damage.

Other than:

- i) Damage:
 - A. as a direct result of an accident to the framework or position of any glass or neon and illuminated 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 increased.

12. Any other Accident

Other than:

- i) Damage by any of the Events 1 - 12 or the last clause under "Other than" for each of these Events (whether or not insured).
- ii) Damage to any Property caused by:
 - A. its own fault 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, occupational 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, mould, staining, rotting, pests or insects;
 - B. change in temperature, colour, texture, season or light;
 - C. pipe leakage, failure of valves, cracking, fracturing, collapse or overturning of boilers, accumulators, water heaters, pressure vessels or any range of connected vessels and feed piping;
 - D. mechanical or electrical breakdown or disengagement in respect of this particular machine, apparatus or equipment in which the breakdown or disengagement originates;
 - E. the collapse or fall of a supply undertaking in supplying 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, unaccounted or unnecessary shortage, resulting in disappearance of Insurance;
- 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, fire, flood, frost, snow, hail or dust;
- ix) Damage to Property resulting from its undergoing any process of production, packing, treatment, testing,

- Commissioning, servicing or repair.**
- (i) Damage to Property in transit;
 - (ii) Damage to land, roads, pavements, paths, jetties, timber, timber or excavations;
 - (iii) Damage to hedges, growing crops or trees;
 - (iv) Damage to vehicles required for road use (including attached accessories), caravans, trailers, trolley locomotives, rolling stock, watercraft or aircraft;
 - (v) Damage to Property or structures in course of conversion or erection and to materials or supplies relating to such Property or structures;

EXTENSIONS TO COVER

This insurance also covers:

These extensions only apply if sum insured is shown in the Schedule.

1. Loss of Supervised Activities or Company Business

Damage by any of the insured Events to the supplier's or customer's premises within the Territorial limits up to the limit shown in the Schedule for one-off loss.

2. Loss on Specified Supplies/Activities or Community Services

Damage by any of the insured Events to the supplier's or customer's premises as specified in the Schedule within the Territorial limits up to the limit shown in the Schedule for one-off loss.

3. Failure of Public Supply

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

- (i) electricity at the terminal ends of the supply authority's service feeders at the Premises;
- (ii) gas at the supply authority's meter at the Premises;
- (iii) water at the supply authority's main riser cock serving the Premises;

up to the limit shown in the Schedule for one-off loss.

Other than:

- (i) loss as a result of an accidental total failure of the public supply during 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 strike;

4. Disease, Murder, Suicide, Venoms and Poisons

Loss as a result of:

- (i) closure or restrictions placed on the Premises or the advisor 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;
- (ii) injury or illness sustained by any customer or Employee along their or his/her route to work or whilst en route from the Premises;
- (iii) 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;
- (iv) murder or suicide occurring at the Premises;
- (v) venoms and poisons at the Premises;

up to the limit shown in the Schedule for one-off loss.

5. Death of Accommodation & Attraction

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

- (i) restricts or prevents the use of the Premises or access to them or;
- (ii) 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 one-off loss.

Other than:

- (i) losses or result of Damage which prevents or renders the supply of electricity, gas, water or telecommunications

Services

Telecommunications Systems

Loss as a result of Accidental failure of the telecommunications system serving the Premises or the incoming telephone line terminals 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 using 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 provider by any authority of its power to withdraw or restrict services;
- (iv) Loss as a result of a failure or restriction of the telecommunications system caused by industrial action or strikes;
- (v) Loss as a result of ceasing the system by You whether or not undertaken by the telecommunications authority;
- (vi) Loss as a result of essential repair for routine maintenance and/or restoration by the telecommunications authority.

Property other than Land or Buildings

Damage by any insured Event to:

- (A) documents and Business Books, whilst removed from the Premises to any location and whilst in transit within the Territorial Limits shown in the Schedule for contents temporarily removed;
- (B) any other Property Insured (including vehicles) stamped for road use
 - (i) whilst temporarily removed from the Premises to any location and whilst in transit for cleaning, renovation, repair or other similar purpose 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 contents whilst in transit by road.

Challenging Debt Recovery

Damage by any insured Event at the Premises to Property Insured which prevents You from recovering or establishing Outstanding 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.

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 to or rented to You at the Premises, as stated in the Schedule, directly caused by the insured peril 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 uninhabitable 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 uninhabitable 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;
- (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 costs (incurred or advance) Rent paid (including any maintenance or operating charges) for each month during the unexpired term of the 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.

Temporary Site

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'S NOT COVERED

1. *Space Damage*

Loss as a result of Damage to or damage to aircraft or other aerial devices resulting from atomic or aerospace events.

2. *Hostile and Hostile Acts*

Loss as a result of Damage caused by:

- A) host or civil commissaries unless such Event is specifically intended 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, riot, sedition or usurpation;

3. *Pollution and Contamination*

Loss as a result of Damage caused by pollution or contamination but this shall not include loss resulting from Damage other than as exclusively caused by:

- A) pollution or contamination which itself results from any Event;
- B) any Event insured under this Head 2.3 (Any other Accident) which itself results from pollution or contamination.

4. *Accident or Government*

Loss and 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 liability or indirectly caused by or contributed to by or arising from:

- A) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the consumption of nuclear fuel;
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear substance or a nucleus comprising 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 concurrence or in any other respects to the same;
- B) in Northern Ireland and elsewhere

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

In Great Britain and Northern Ireland terrorist means:

- acts of persons acting on behalf of or in connection with any organisation which carries out actions 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 intended to exclude any terrorist elsewhere than in Great Britain and Northern Ireland terrorist 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 proceeding 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 lie upon You.

5. Business Loss

- 5.1 **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 user access to or modification of Data**
 - iii) **unauthorised transmission of Data to other third parties**
 - iv) **Damage arising out of any misinterpretation, use or misuse of Data**
 - v) **Damage arising out of any error or error in respect of Data**
- 5.2 **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 to the performance of any service or network means of communication**
 - iv) **Failure of a System**
 - v) **anything described in 5.1(v)**

But in respect of 5.1(i), 5.1(ii), 5.1(iv) and 5.1(v) this shall not include **Business Loss** 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 to Property Insured held 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:

i. Impact 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.

ii. Impact 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 to Property Insured held 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:

i. Impact 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**.

ii. Impact 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).

LEASED 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:

i. Impact of Loss of Gross Rent Receivable

The amount by which the **Gross Rent Receivable** during the Indemnity Period shall fall short of the

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 DEBT BALANCES

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

- 1. the difference between the Outstanding Debt Balances and the total of the amounts removed or freed in connection with such balances,
- 2. the Additional Expenditure incurred with Our consent in tracing and establishing customers' debt balances after the Damage.

(Other considerations where settling any claim under this insurance)

Material Damage Reersettlement

- Payment that 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 item so insured or any other stated Limit of Liability.

Alternative 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).

Setbacks

- Many of the charges or expenses of the Business, including 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 amounts 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 terms of the Business and of the workforce 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 deducted to the extent that You are accountable to the tax authorities.
2. Any adjustment implemented in current year (occurring to disregarded)

Professional accountants charges:

- We will give 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.

Recovery of account:

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

Associate 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 One (1) unit(s)) shall not be reduced by the amount of any loss provided that You shall pay the appropriate additional premium for such associate; reinstatement of cover; (automatic reinstatement will not be provided in respect of the cover for Outstanding Debt Balances).

Requirement to keep full and correct monthly records of Outstanding Debt Balances:

Debtors 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 credit accounts of the Business at the end of each month and in the event of Damage giving Us to a claim form supply that record to Us.

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

TRANSIT INSURANCE

This insurance applies where shown as included by the Schedule.

WHAT IS COVERED

Damage to Goods during the Period of Insurance within the Territorial Limits up to the limit shown in the Schedule for one tonne for:

1. In or on any vehicle owned or operated by You or by an independent road haulier
2. for hire
3. by post

Including loading and unloading.

EXCLUSIONS TO COVER

This section also covers:

- I. Additional costs incurred in:
 - A) transhipping Goods to another vehicle delivering it to the original destination or returning it to the place of shipment 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 Youup to the limit shown in the Schedule for one tonne.
- Other than:
 - i) Money and securities
 - ii) Damage arising as a result of packing which was intended to withstand normal handling during transit
 - iii) Damage due to insufficient labeling or incorrect addressing
- II. Damage to sheets, ropes, packing materials, damage, 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 one tonne.
- Other than:
 - i) Damage resulting from dishonesty or insolvency of persons to whom Goods are entrusted
 - ii) Loss of sheets, ropes, packing materials, damage, securing chains and toggles as a result of disappearance or shortage if such loss is not traceable to any Driver or is only recovered after an inventory is made
- III. 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 one tonne.
- 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.
- A. Damage to Glass, china, marble, methameric, scientific instruments, furniture, antiques, pictures, sculptures, walls of art, pictures, prints, drawings, engravings and Goods of a fragile nature unless caused by fire or theft or as a direct result of collision or overturning of the conveying vehicle
- B. Damage to Goods maintained at a terminal under a contract for storage and distribution.
- C. Money and securities.

7. Damage to Goods carried by or dispatched by You for hire or reward;
8. Damage arising as a result of getting which was inappropriate without normal handling during transit;
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 atmospheric or climatic conditions, unless the Goods are protected by vehicle sheets;
- (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
 - i. garaged in a building which is securely closed and locked or
 - ii. parked in a compound secured by locked gates
- (E) as a result of theft from any unattended vehicle where
 - i. all doors, windows and other openings are left closed, securely locked and programme National or security alarm access to the vehicle has been effected by lawful and violent means;
 - ii. the vehicle has been affected by lawful and violent means.

11. Damage to Goods while at Exhibitions.

12. War and Armed Strife:

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

13. Aircraft Damage:

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

14. Radiation Damage:

Loss caused by or happening through or causing Damage to any Property whatever 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. Knocking radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combination 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 constituting causally or in any other respect to the loss; and
- b. an incident of terrorism
 - i. not in civil communities
 - ii. which, speaks out workers or persons taking part in labour disturbances or tumultuous 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 an association 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 association 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 by law or de facto.

In so far that this insurance is intended 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 use of force or group of persons whether acting alone or on behalf of or in connection with any organisation or government accounted 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.

(b) **Computer Risk**

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. Unauthorised access or use of access to or modification of Data;
 - iii. Unauthorised 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 virus 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 disruption in the performance of any public or private means of communication;
 - iv. Failure of a System;
 - v. anything described in A) above.

but in respect of (b) (i), (b) (ii), (b) (iii) and (b) (v) the 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 negligent act or omission.

INSURED'S LIABILITY FOR DAMAGE TO GOODS

Your liability for damage to Goods.

If at the time of the Damage the total sum insured for Goods are less than the insurable Amount (as 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 as carried in all vehicles owned or operated by You.

EMPLOYERS' LIABILITY INSURANCE

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

DEFINITIONS:

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

INJURY

Body injury, death, disease or illness.

SCOPE OF COVER

Any Person Entitled to indemnity is covered:

1. against legal liability for damages in respect of **EMPLOYMENT** of any Person Employed abroad during the Period of Insurance:
 - A) in the Territorial Limits;
 - i) 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;
 - ii) going out of and in the course of employment by You in the business.
 - B) in respect of:
 - i) damages costs and expenses which You are legally liable to pay in connection with any claim;
 - ii) the costs of legal representation at any claimant's request or inquiry in respect of any death;
 - iii) costs of legal representation in 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;
 - iv) costs and expenses of legal representation, at any appeal against conviction if in the opinion of Counsel (appointment requested consent) such appeal could be construed with the probability of success;
 - v) 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.
 - C) 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 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
covered with Our prior written consent.

EXTENSIONS TO THE EMPLOYERS' LIABILITY SECTION

This insurance also covers:

2. Overpayment for Court Attendance

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

2. **Unsettled 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 litigants are entitled 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 or 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. **Nuclear Contamination.**

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

- A) release 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 Accidents.**

Any legal liability for INJURY in respect of which You are required to arrange insurance to comply 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 pollution notice;
- 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 two (2) metres or a depth greater than three (3) metres.

6. **Hazardous Structures.**

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

NOTIFICATION AND PAYMENT CLAIMS:

How We settle claims for Your legal liability in Pursuant to this Insurance Policy:

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 in which You have (with Our written consent) agreed to pay, in addition to any costs that You and/or Your agents, any of Your directors, partners or any Person Employed have incurred with Our written consent.

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

The claim on Our behalf

How and When you

Our liability for liability and costs and expenses payable in respect of any one Event will not exceed the limit of indemnity shown under Employees' Liability in Your Schedule.

For the purposes of the limit of indemnity applying to an incident (as shown in the Schedule), indemnify means acts of persons acting on behalf of or in association with any organisation which carries out activities directed towards the overthrowing or influencing the foreign government of Her Majesty's government in the United Kingdom or any other government by force or by fraud:

Our rights if you file suit 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 retain our right of set-off against such claims and be under no further liability.

Persons in 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 particular original cause irrespective of the number of Persons Entitled to indemnify having a claim under this Policy consequent on or attributable to that one original cause shall not exceed the limit of indemnity shown under Employees' Liability in Your Schedule.

For the purposes of the limit of indemnity all of the Persons Entitled to indemnify 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 insurance clause

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

The insurance only applies where claims as indicated by the Schedule.

WHAT WE PAY

Any Person Entitled to indemnity is entitled:

1. 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 pollution, accidental damage to land or Goods, or accidental interference with any equipment, right of air, light, water or way, wrongful arrest or false imprisonmenthappening 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;
 - 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 consumer's enquiry or inquiry in respect of any death;
 - C) the 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 Manslaughter or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
 - D) costs and expenses of legal representation at any appeal against conviction if it is in the interests of justice (as appointed by mutual agreement) such appeal could be contested with the probability of success;
3. Criminal Proceedings relating to Health and Safety at Work in respect of claims to disclosure of the public and/or 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 court of the Business.

The proceedings must relate to:

- A) (i) a breach of the Health and Safety at Work Act 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. **Legal 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. **Emergency Motor Liability**

Your legal liability to pay 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 by You.

Other than:

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

4. **Personal legal liability under Criminal**

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 Offence as described in Section 1(8) 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 reasonable precautions 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 arrangement 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 fees or penalties;
- B) The cost of rectifying, removing, erasing, blocking or destroying the Computer 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 1 of the Defective Premises Act 1972 or Section 5 of the

Defective Products (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 incurred 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. Recovery in respect:

If, as a result of Your Business, any party brings a claim, which falls within the scope of What is Covered, claim 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) accepts 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 advised 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) additional liability except where We have agreed to the destruction or where a veterinary surgeon has certified that destruction is necessary for humane reasons. In addition 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) injury to any mare giving birth whilst said 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) ill and ready and ready and unable to the mare being in foal;
- E) injury, illness or disease directly or indirectly arising out of the administration of any medication or treatment by You alone, under the direction of a qualified veterinary surgeon;
- F) injury, illness or disease to any horse (11 days) 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 Client) 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.

- C. 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 imminent prior to the inception date of the insurance;
 - ii) arising from any known circumstance 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 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 or a committal thereof;
- D. any liability to pay any trading debts;
- E. any liability of You or any principal of You arising solely from the actions of You or such principal as a director or legal officer of any company.

CONDITIONS

L Work 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 operation commences;
- C. combustible floors and/or substances in or surrounding this segregated area must be visually 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 site of operations;
- G. through 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 issued 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 issued burns debris away from their Premises the following precautions shall be taken on each occasion:
 - i) fire to be in a cleared area and at a distance of at least two 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) fire 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 unchanged.

M Some Other Sub Conditions

It is a condition precedent to Our liability that all Some Other subcontractors engaged by You have Employees' / 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.

- (i) accidental damage, accidental damage, accidental obstruction or accidental interference with any right of light or air or water or drainage
consequent upon all activities carried out by You and that such insurance
(A) have limit of indemnity of not less than that provided by the Public Liability section and the Employers' Liability section of this Policy
(B) extends to indemnify You as Principal.

In addition the Insured shall obtain a copy of and keep this 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. **Excluded Vehicles**

Any legal liability arising from (i) 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 on Your Premises
 - (iii) the letting or leasing 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空中器
- (C) spacecraft
- (D) hovercraft
- (E) water-borne craft (other than hand-propelled or sailing craft in sand or timber or wooden).

2. **Employer's Liability**

Any legal liability for bodily injury or mental injury to an agent, director or officer of any Person Employed arising out of and in the course of employment by You in the Business.

3. **Property In Your Custody As Tenant**

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 agents' personal effects including vehicles and their contents
- (B) customers' personal effects held in a safekeeping operated by You provided that
 - (i) Our liability in respect of any one article shall not exceed £500;
 - (ii) such safekeeping is securely locked when unattended and the keys 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 under 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 where the pollution or contamination is caused by a sudden, inevitable, uncontrolled and unexpected incident which takes place in its entirety at a specific moment 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 took place.

5. **Product Defects And Recall**

- (A) Any legal liability in respect of loss of or Damage to any product supplied in contract and intended by You to be used by any client or user for its intended purpose.

8. 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 the contract work executed by You.

9. Professional Errors:

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

10. Commercial 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.

11. Environmental Liabilities:

Any legal liability for the costs of removing:

- any defect or alleged defect;
- the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

in Premises disposed of by You.

12. Injury or Disease:

Any legal liability for:

- loss or penalties;
- the costs of appeal against any improvement or prohibition notice;
- fees for intervention payable under the Health and Safety Fees (Regulations) 2012;
- consequential orders or awards by a Court of Criminal jurisdiction;
- agreement, exemplary or punitive Damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

13. Radioactive Contamination:

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

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

14. War and Armed Conflict:

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

15. Loss of Income:

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

16. Insurance Premium Costs:

Any legal liability for the costs of management (including those of any person 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.

17. Aircraft Products:

Any legal liability arising from Aircraft Products.

18. Damage:

Your Excess as shown in the Schedule in respect of:

- the claimants damage;
- the claimants costs and expenses.

19. Other Insurance:

Where cover is provided by any other insurance Policy

17. Accidents

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. Non-Insured Locations

Liability arising out of or in consequence of any Products or 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, silos, steels, steelworks or airports.

20. Products Supplied to Third Parties

Any legal liability where it is known to the Insured, their Products are supplied 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/or Your Insuree(s) of Your direction, permit to an any Person Employed have incurred with Our written consent.

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

The more 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 to us We will pay to 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 connected in or attributable to one source or original cause and arising out of or related to the manufacture, mixing, processing, distribution, storing, 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 application of heat other than heating coils or hot air guns that not exceed the Limit of Indemnity stated in Your Schedule.

Our rights to pay the full limit in any one...

In respect of any one Event We may pay the Limit of indemnity shown under Public Liability/Products Liability in Your Schedule (minus any sums already paid or incurred) at any lesser amount for which any claim 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.

System to the payment of Insurers

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 in the contract of insurance namely Us and You.

North America Claims

In respect of claims happening or where 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 by the Schedule.

DEFINITIONS:

For the purposes of this section the following definitions apply. Each word is used with the meaning explained below and is printed in **Bold** whenever it appears in this section:

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to Damage interfere with or otherwise affect the availability of networks 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 vacant 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.

Hackers

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

A Plant of Atomic Energy

Any plant (including any machinery equipment or appliance whether fixed 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;
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which results in or is capable of causing the generation of ionising radiation; or
3. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Residential Property

Housing blocks of flats and other dwellings (including basements, garages and porches) of every description.

Virus or Computer Malfunction

Any program, code, programming instruction or series 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 Computer Malfunction 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, Business Interruption and Loss of Income Insurance (where applicable) 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 (whether 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:

- (i) in the whole the total sum insured;
- (ii) in respect of any limit of liability or any other stated LIMIT OF LIABILITY specified in the Schedule or otherwise in this 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 Your 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, do join in the facts.

Territory	LIMIT OF LIABILITY
i Great Britain	As otherwise specified in this Policy
ii Overseas	Four million in the world

WHAT IS NOT COVERED

1. **BAL, Civil Commotion, War and Armed Robts.**

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

2. **Computer Loss.**

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:

- (i) the deliberate modification (whether 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 program or software);
- (ii)
- (iii) any alteration modification deletion erasure, 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 ENERGY (ARTIFICIAL or Natural 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 attached thereto and attached thereto and all pipes, wires, cables, drums or other conduits or service items of any description which are affixed or connected to or in any way serve such NUCLEAR INSTALLATION or nuclear reactor.

4. **Explosive Nuclear Chemical, Biological and Radiological Threats.**

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:

- (i) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear weapon or nuclear component thereof;
- (ii) ionizing radiation or contamination by radioactivity or from the combination of any radioactive material, chemical and/or biological and/or radiological threats, contaminants or pollutants;

LIABILITY LIMITATION

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 terms in this Policy which provide for adjustments of premium based upon fluctuations in or expiry of during the Period of Insurance do not apply to Terrestrial insurance.
3. If this Policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrestrial insurance.

All the terms, definitions, provisions, conditions and extensions of this 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 occurs You will:

- A) tell Us as soon as reasonably practicable and no later than:
 - i) 30 days of Your becoming aware of the Event or occurrence; or
 - ii) 10 days in the case of Damage caused by riot, civil commotion, strikes, locked out workers, persons taking part in labour disturbances or malicious persons.
- B) 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.
- C) notify the police within 24 hours of Damage caused by malicious persons or rioting.
- D) take all reasonable action to minimise or eliminate any interruption or interference with the Business.
- E) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without Our written consent.
- F) pass to Us immediately, unanswered, all communications from third parties in relation to any Event which may result in a claim under this Policy.
- G) tell Us immediately of any developing problem(s), impact or legal injury or civil proceedings and furnish Us immediately every relevant document You receive in relation to any such matter.
- H) provide Us with full books of account or other Business books or documents of such people as may reasonably be required by Us for investigating or verifying the claim.
- I) provide to Us (if required) a statutory declaration of the truth of the claims and any related matter.
- J) in respect of personal injury (Bodily) 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, as often as required by Us, submit to medical examination at Our expense in connection with any claim.

2. Our Duties Of Care

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 damage in a reasonable manner without thereby incurring any liability, without diminishing Our right to rely on any condition of this Policy. This Policy will be proof of title and interest 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 accept compensation or justice independently 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 beforehand 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 reconstruct exactly or completely but only in circumstances permit and in reasonably sufficient manner. We shall not in any case be bound to spend 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 Conditions & 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 in 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 Contingent Liability cover under Litigation Insurance - Public Liability/Product Liability or to Personal Accident Insurance.

POLICY CONDITIONS

- 1. True presentation of the Risk:**
 - A) At inception and renewals of this Policy and also whenever changes are made to it or You request the Insured must
 - i) disclose to Us all material facts in a clear and accessible manner and;
 - ii) not misrepresent any material fact.
 - B) If You do not comply with A) of this condition We may
 - i) 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 by Us to be deliberate or reckless in which case We will not return the premium paid by You and;
 - ii) 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
 - i) If We would not have provided You with any cover We will have the option to:
 - a) avoid the Policy which means that We will treat it as if it had never existed and repay the premium paid and;
 - b) recover from You any amount We have already paid for any claims including costs and expenses We have incurred.
 - c) If We would have applied different terms apply We may recover any payment made by Us on terms which have already been paid to the extent that such terms would not have been payable had such additional terms been applied.
 - ii) 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 purpose wholly or mainly interconnected with their trade, business or profession We will not invoke 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 This is acting on their behalf makes a serious misrepresentation of the fact We may invoke 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 avoided by Us if and when

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- B) 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:
- C) 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 prevents 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. Cancelling the 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 28 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 law 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 County 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 at whichever of those two places in which You are based.

6. **Policy Variation**

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:

- (A) such misrepresentation or non-disclosure has not been deliberate or reckless;
- (B) 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;
- (C) 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 payment reduced.

8. **Our Liability**

All the sum insured, limits of indemnity and any other restrictions on the amount of Our liability stated in this Policy, will apply in maximum limit 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 sum insured, limits of indemnity and any other restrictions on the amount of Our liability stated in this Policy, the definition of You that constitutes one insured party, and there shall only be one contract of insurance between that insured party and Us.

9. **Emergency Provisions**

You must at 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, Fixtures, 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 due diligence in the selection and supervision of Employees.

10. **Non-Exclusions from Cover**

We shall not provide coverage or be liable to provide any indemnity or payment of 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-Accumulation**

Cover shall not be invalidated 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 responded, then contact:

Topic	Contact
Policy	Please contact RSA Customer Relations Team: <ul style="list-style-type: none"> ▪ Post - PO Box 1255, Wymondham, NR10 8QP ▪ Email - crit.half@uk.ragroup.com Details of the RSA internal complaint handling procedures are available on request.
Accelero	Please contact the Managing Director at Accelerate Underwriting Ltd. <ul style="list-style-type: none"> ▪ Post - 2nd Floor, 103 Fenchurch Street, London, EC3V 5EE ▪ Email - complaints@accelerateunderwriting.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.

Complaint 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:

Email:	Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SE
Phone:	0800 0281827 (for landline users) 0800 1231123 (for mobile users)
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 the 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 0800 7741 4300, or 0800 678 1100.

HOW WE USE PERSONAL INFORMATION

This 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 countries 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.

Request for access.

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 Fenchurch Street, London, EC3M 4BB.

Employer's Liability Tracing Office

Certain information relating to Your Policy (including, without limitation, the Policy Number(s), employer's name and address (including subsidiaries and any relevant changes of name), coverage details, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant)) will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be 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 employer (the Claimant).

1. to identify which insurer (or insurers) (and/or third party) provided employment liability cover during the relevant period of employment; and
2. to identify the relevant employer's liability insurance policy.

The Database will be managed by the ELTO.

The Database and the Data stored on it may be accessed and used by the Chairman, their appointed representatives, insurers with potential liability for UK commercial lines employer's liability insurance cover and any other persons or entities permitted by law.

By agreeing into Our Insurance Policy You will be deemed to specifically consent to the use of Your Policy Data in this way and for these purposes.