



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** gave **Us** when **You** applied for the insurance and any subsequent information which **You** have supplied.

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

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

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

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

## CUSTOMER CARE SERVICES

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

### HELPLINES

#### Claims

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

All Claims	24 hour Claims Helpline - including emergency repairs and catastrophe claim (please quote <b>Your Policy</b> number)	0345 300 4006
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### EMERGENCY REPAIRS

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

### CATASTROPHE CLAIM

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

## DEFINITIONS – WORDS WITH SPECIAL MEANINGS

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

### Accident

A sudden unexpected unforeseen and identifiable **Incident**.

### Act of Terrorism

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

### 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 Licence** but not exceeding the amount of the reduction in **Gross Profit** thereby avoided.

### Aircraft Products

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

### Any One Claim

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

### Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

### Asbestos Containing Materials

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

### Asbestos Dust

Fibres or particles 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 including

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

### Business

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

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

but in respect of Employers' Liability section of Liabilities Insurance shall not include any work undertaken **Offshore**.

### Business Premises

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

### Computer Systems

A computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

### Court

A court or other competent authority.

### Covered Loss

All losses arising under this **Policy** as a result of **Damage** to or the destruction of **Property** within **Great Britain**, the proximate cause of which is an **Act of Terrorism**.

### Credit Card(s)

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

### Damage

Accidental loss, destruction or damage.

### Data

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

### Defective Property

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

### Defined Peril

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

### Denial Of Service Attack

Any actions or instructions constructed or generated with the ability to **Damage** interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or **Computer Systems**.

The Definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

### Employee(s)

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

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

### Excess

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

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

### Exhibition(s)

Includes demonstration, trade fair or show.

### Failure of a System

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

### General Contents

In so far as they are not otherwise insured

1. machinery, plant, fixtures, fittings and other trade equipment
2. all office equipment and other contents
3. patterns, models, moulds, plans and designs
4. documents and **Business** books for an amount not exceeding the limit shown in the **Schedule** for any one loss
5. directors', partners' and **Employees'** 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, **Money** and securities of any description
6. motor vehicles, motor chassis and their contents
7. closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which **You** are responsible and which are securely fixed to the external structure of the **Building**
8. **Glass**, sanitary ware, neon 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, stained or fired glass
5. Decoration or protective film or alarm foil on glass.

### Goods

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

### Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

### Gross Profit

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

- Note
1. Value Added Tax is 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 methods due provision being made for depreciation.

### Gross Rent Receivable

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

### Gross Revenue

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

### Ground Heave

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

### Hacking

**Unauthorised access to any** Computer System **whether** Your **property or not**.

### 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 state registered nurses or by persons with equivalent qualifications and
4. is not other than incidentally an institution which provides full time facilities for
  - A) mentally ill or mentally handicapped persons
  - B) nursing or convalescing
  - C) aged persons of 70 years or more
  - D) drug addicts
  - E) alcoholics.

### Incident

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

### Indemnity Period

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

### Injury

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

### Intruder Alarm System(s)

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

### Keyholder

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

### Landslip

Downward movement of sloping ground.

### Legal Proceedings

The pursuit or defence of legal or taxation disputes.

### Limit of Indemnity

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

### Limit of Liability

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

### Loss of Eye

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

1. in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

2. in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

#### Loss of Limb

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

#### Maximum Contract Price

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

#### Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Registered **Medical Practitioner** and 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**.

#### Microchip

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

#### Money

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

#### Negotiable Money

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

#### Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed **Money** orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

#### North America

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

#### Nuclear Installation

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

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

#### Nuclear Reactor

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

#### Offshore

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

### Outstanding Debit Balances

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

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

so that the figures thus adjusted shall represent as 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 <b>You</b> 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 Rent

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

### Person Employed

1. **Employee**
2. labour master and individuals supplied by him
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.

### Person Entitled to Indemnity

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

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

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

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

### Phishing

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

### Policy

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

### Premises

The address as shown in the **Schedule**

### Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Business** and no longer in your possession or control.

### Property

Material property but shall not include **Data**.

### Property Insured

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

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

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

### Rate of Gross Profit

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

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

### Rent

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

### Residential Property

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

### 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, neon and illuminated signs, closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

### Speculative Development

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

### Standard Turnover

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

- Note
1. Value Added Tax is 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 document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

#### Stock

Stock and materials in trade, work in progress and finished **Goods** (including telephone cards, 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** giving rise to such deterioration or putrefaction would normally be placed in the cold chamber but is elsewhere on the **Premises**.

#### Subsidence

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

#### System

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

#### Tenant's Improvements

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

#### Territorial Limits

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

#### Turnover

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

#### Uninsured Variable Costs

1. Purchases and related discounts
2. Bad debts

unless otherwise shown in the **Schedule**.

Note: The meaning of these Costs will be that usually attached to them in **Your** accounts.

#### Unoccupancy

Any period when the **Premises** are:

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

#### Unspecified Equipment

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

#### Virus

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

#### Water Table Level

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

#### We/Us/Our

Royal & Sun Alliance Insurance plc, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

**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/Yours/Yourself**

The Policyholder shown in the **Schedule**.

## PROPERTY DAMAGE INSURANCE

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

### WHAT IS COVERED

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

#### Events

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

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

Other than

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

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

Other than

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

3. Storm or flood.

Other than

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

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

Other than

- i) **Damage** by water discharged or leaking from an automatic sprinkler 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 fork lift truck or other industrial vehicle or
- B. an aircraft or other aerial devices or articles dropped from them or
- C. an animal

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

Other than

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

7. Theft or attempted theft.

Other than

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

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

8. **Subsidence, Ground Heave or 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 the oil.

10. Falling trees or their branches

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

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

- B) Accidental **Damage** to neon and illuminated signs and electric light fittings forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.

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

12. Any other **Accident**.

- Other than
- i) Damage by any of the **Events** 1 – 12 or the causes shown under 'Other than' for each of these **Events** (whether or not insured).
  - ii) **Damage** to any **Property** caused by
    - A. its own faulty or defective design or materials
    - B. inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause
    - C. faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees** but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
  - iii) **Damage** caused by
    - A. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
    - B. change in temperature, colour, favour, texture or finish
    - C. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of connected steam and feed piping
    - D. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates but not
      - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
      - ii) subsequent **Damage** which itself results from an insured **Event**
  - iv) **Damage** caused by contamination or pollution.
  - v) **Damage** caused by acts of fraud or dishonesty.
  - vi) **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
  - vii) **Damage** to a **Building** or structure caused by its own collapse or cracking.
  - viii) **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, food or dust.
  - ix) **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing,

- commissioning, servicing or repair.
- x) **Damage to Property** in transit.
  - xi) **Damage to Money** and securities of any description.
  - xii) **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling **Stock**, watercraft or aircraft.
  - xiii) **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. Extinguishment Expenses

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

### 2. Emergency Services

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

### 3. Trace 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 (Accidental escape of water from any automatic sprinkler installation) and 9 (Oil escaping from a fixed heating installation or connected apparatus) including

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

### 4. Glazing Repairs

The costs of

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

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

### 5. Theft Cover Extension

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

Other than

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

### 6. Repair Costs

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

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

#### 7. **Unauthorised Use of Electricity, Gas or Water**

The cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping 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) <b>Damage</b> unless
A. the <b>Premises</b> have been inspected weekly by <b>You</b> or a responsible person on <b>Your</b> behalf prior to the unauthorised occupation of the <b>Premises</b>
B. all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.

#### 8. **Loss of Metered Water**

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

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

Other than
i) Any loss for which remedial action has not been taken within 14 days of the discovery of the <b>Damage</b> .

#### 9. **Property at Other Locations**

**Damage** to

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

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

Other than
i) <b>Damage</b> by theft from
A. any <b>Building</b> not permanently occupied by <b>You</b> for the purpose of the <b>Business</b> unless the <b>Building</b> is securely locked
B. any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stolen at the same time
C. any vehicle which is away from <b>Your</b> own <b>Premises</b> or a site where <b>You</b> are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked <b>Building</b> or guarded security park
ii) Any <b>Property</b> that is insured on another <b>Policy</b>
iii) <b>Damage</b> occurring outside the <b>Territorial Limits</b> as shown in the <b>Schedule</b> for Contents temporarily removed.

#### 10. **Alterations and Additions – Buildings, Shop Front, Tenant's Improvements and General Contents**

Alterations or additions made to any **Buildings** or **Shop Front** insured or **Buildings, Shop Front, Tenant's Improvements** or **General Contents** acquired or constructed up to the limit shown in the **Schedule** during the **Period of Insurance** at any **Premises** covered by this Insurance or elsewhere in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man. Cover will be subject to the terms of this Insurance and will apply from the time from which **You** became responsible for such **Property** until 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) <b>Damage</b> to <b>Property</b> insured on another policy.

#### 11. **Seasonal Increase in Stock**

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

#### 12. **Index Linking**

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

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

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

### 13. Deterioration of Stock Insurance

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

1. the rise or fall in temperature resulting from any cause not excluded or
2. the action of refrigerant fumes which have escaped from the machine during the **Period of Insurance**

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

- |  |
|--|
| <p>Other than</p> <ol style="list-style-type: none"> <li>i) <b>Damage to Stock in the Cold Chamber</b> of any refrigeration unit which at the commencement of the <b>Period of Insurance</b> in which the <b>Damage</b> occurred was more than fifteen years of age.</li> <li>ii) Deterioration or putrefaction resulting from <b>Damage</b> at the <b>Premises</b> by fire, lightning, explosion, food, earthquake, aircraft or other aerial devices or articles dropped from them or by leakage from a sprinkler installation.</li> <li>iii) <b>Damage</b> resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply.</li> <li>iv) <b>Damage</b> resulting from <b>Your</b> deliberate neglect.</li> <li>v) Loss of goodwill or any loss which is not a direct result of the <b>Event</b> which led to a claim under this Insurance.</li> </ol> |
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### 14. Money Insurance

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

- A) **Negotiable Money**
  - i) in **Your Business Premises** during **Working Hours** or in transit or in a bank night safe and thereafter within bank **Premises** until at the bank's risk up to the limit shown in the **Schedule** for any one loss.
  - ii) in **Your Business Premises** out of **Working Hours**
    - in locked safes or strongrooms up to the limit shown in the **Schedule** for any one loss.
    - in all other locked safes or strongrooms up to the limit shown in the **Schedule** for any one loss.
    - not in a locked safe or strongroom up to the limit shown in the **Schedule** for any one loss
  - iii) in **Your** residence or that of **Your** directors, partners or **Employees**
  - iv) whilst in a locked safe or whilst an adult is in the residence up to the limit shown in the **Schedule** for any one loss.
  - v) otherwise up to the limit shown in the **Schedule** for any one loss.
- B) **Non-Negotiable Money** up to the limit shown in the **Schedule** for any one loss
- C) **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
- D) Stamped or impressed National Insurance Cards up to the limit shown in the **Schedule** for any one loss
- E) **Damage** following theft or attempted theft to any postal franking machine, safe, strongroom or any container or waistcoat 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.

- |  |
|--|
| <p>Other than</p> <ol style="list-style-type: none"> <li>i) <b>Damage</b> by theft by any of <b>Your</b> directors, partners or <b>Employees</b> unless the theft is discovered within seven working days of the occurrence.</li> <li>ii) <b>Damage</b> by theft from an unattended vehicle.</li> <li>iii) <b>Damage</b> to or corruption of <b>Data</b> whether in whole or part.</li> <li>iv) Shortage due to error or omission.</li> <li>v) <b>Damage</b> due to the use of counterfeit <b>Money</b>.</li> <li>vi) <b>Damage</b> outside of <b>Great Britain</b>, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.</li> </ol> |
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#### 15. Personal Injury (Robbery)

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

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

Benefits

- A) Death
- B) **Loss of Eye** or **Loss of Limb**
- C) Permanent total disablement other than by **Loss of Eye** or **Loss of Limb** from gainful employment of any and every kind
- D) Temporary total disablement from usual occupation  
Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive
- E) **Medical Expenses** necessarily incurred in the treatment of the **Insured Person**

Reimbursement up to the amount shown in the **Schedule** payable per week for a maximum of 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, disablement or **Medical Expenses** resulting from or contributed to by the insured person having a physical or mental defect of any sort which was known either to **You** or the insured person when the **Policy** was issued or at renewal unless the defect has been notified to **Us** and accepted in writing by **Us**.
- iii) Sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

#### 16. Exhibitions

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

Other than

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

#### 17. Non Invalidation

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

#### 18. Property Stored in the Open

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

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

### WHAT IS NOT COVERED

1. The amount of the **Excess** as shown in the **Schedule**.
2. **Marine Policies**  
**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 except in respect of any excess beyond the amount which would have been payable under the marine **Policy** or policies had this Insurance not been effected.

3. **Sonic Bangs**

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

4. **War and Allied Risks**

**Damage** caused by

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

5. **Pollution and Contamination**

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

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

6. **Radioactive Contamination**

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

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

7. **Terrorism**

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

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

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

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

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

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

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

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

8. **Electronic Risk**

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

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

iv)	<b>Damage</b> arising out of any misinterpretation, use or misuse of <b>Data</b>
v)	<b>Damage</b> arising out of any operator error in respect of <b>Data</b> .
<b>B. Damage to the Property Insured</b> arising directly or indirectly from	
i)	the transmission or impact of any <b>Virus</b>
ii)	unauthorised access to a <b>System</b>
iii)	interruption of or interference with electronic means of communication used in the conduct of <b>Your Business</b> including but not limited to any diminution in the performance of any website or electronic means of communication
iv)	<b>Failure of a System</b>
v)	anything described in A) above
but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent <b>Damage</b> which itself results from any of the <b>Events</b> insured provided that such <b>Damage</b> does not arise by reason of any malicious act or omission.	

## PROPERTY DAMAGE INSURANCE - HOW WE SETTLE CLAIMS

### How We settle claims for Damage to Buildings, Shop Front, Tenant's Improvements and General Contents

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

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

#### Cost A

The cost of reinstatement which is

1. the cost of rebuilding where the **Property** is destroyed or the cost of replacement by similar **Property** in the case of **General Contents**
2. the cost of repairing or restoring the **Damaged** portions where the **Property** is **Damaged** all to a condition substantially the same as but not better or more extensive than its condition when new.

#### Cost B

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

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

#### Cost C

The cost of removing debris which is the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** excluding 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 claims.

### Additional factors when settling these claims

#### The work of reinstatement on another site

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

#### Partial Damage

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

to pay had the **Property** been wholly destroyed.

#### Alternative Basis of Settlement

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

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

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

3. complying with Public Authorities' requirements
4. removing debris
5. 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 in reinstating the **Property Insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.
- However, if the loss is settled under the Alternative Basis of Settlement the sum insured of the relevant item shall be 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.

#### **How We settle claims for Damage to documents and Business books**

**We** will pay **You**

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

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

**We** will pay **You**

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

#### Your sum insured – the 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 amount otherwise payable shall be proportionately reduced.
- The Insurable Amount shall be the value at the time of **Damage** of the **Property** insured by the item.

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

#### **We will pay You**

1. the actual reduction in **Rent** received solely as a result of the **Damage** if the loss relates to **Rent** receivable by **You**
2. the amount of **Rent** which continues to be payable by **You** in respect of the **Buildings** or portions of the **Buildings** whilst unfit for occupation solely as a result of the **Damage** if the loss relates to **Rent** payable by **You** but **Our** liability shall be limited to the loss suffered within the **Period of Rent** insured (as shown in the **Schedule**) commencing from the date of the **Damage**.

#### **Your sum insured - the penalty for underinsurance**

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

#### **How We settle claims for Stock in the Cold Chamber**

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

#### **Your sum insured – the penalty for underinsurance**

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

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

#### **Money Insurance - how We settle claims**

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

#### **How We settle claims for Exhibitions**

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

#### **The most We will pay**

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

#### **Other considerations when settling any claims under this Insurance**

##### **Other insurances**

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

##### **Designation**

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

##### **Workmen**

- **We** accept that this Insurance will not be prejudiced by the presence of workmen 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 reinstate or replace Property**

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

#### Plans and documents in support of a claim

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

#### Transfer of interest

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

#### Automatic reinstatement after a loss

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

#### **Requirements which You must comply with to prevent loss or Damage**

##### Fire extinguishing appliances

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

##### Security precautions

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

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

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

1. **You** shall maintain the **Intruder Alarm System** at the **Premises** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by **Us** in writing.
2. **You** shall ensure the **Business Premises** are not left unattended
  - A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal
  - B) if police response to alarm calls has been withdrawn without **Our** written agreement.
3. **You** shall ensure that any **Intruder Alarm System** required or approved by **Us** is installed in accordance with a specification agreed in writing by **Us**.
4. **You** shall not make any alteration to or substitution of
  - A) any part of the **Intruder Alarm System**
  - B) the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**
  - C) the maintenance contract without **Our** written agreement.
5. **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** without **Our** written agreement.
6. **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended.
7. **You** shall appoint at least two **Keyholders** and shall record details of the **Keyholders** with the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
8. **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
9. **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the **System** is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay
10. **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with

any subsequent requirements stipulated by **Us** if **You** receive any notification

- A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
- B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
- C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.

#### Minimum standards of security

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

1. The final exit door of the **Business Premises** must be secured with one of the following
  - A) a mortice 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 shutters or composite roller shutters 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 matching padlock bar conforming to at least Grade 4 of BS EN 12320:2001 centrally positioned and fitted through the bottom rail into a locking ring stud fixed into concrete below ground level.

When external electrically powered operating controls are used these must be the kept and secured within a welded steel box housing with a detachable or internally hinged steel cover plat 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.
2. 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 1 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 shutters or composite roller shutters 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 matching padlock bar conforming to at least Grade 4 of BS EN 12320:2001 centrally positioned and fitted through the bottom rail into a locking ring stud fixed into concrete below ground level.

When external electrically powered operating controls are used these must be the kept and secured within a welded steel box housing with a detachable or internally hinged steel cover plat 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.
3. Where any of the doors described in 1 or 2 above are of double leaf construction
  - A) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door
  - and
  - B) the final closing leaf must be secured with either
    - i) any of the locking arrangements specified in 1 above according to the construction of the doors
    - or
    - ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.
4. All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security.  
 Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby trees or roofs, adjoining or next door **Premises**.

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

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

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

#### Unoccupied Property Condition

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

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

#### Stillage precautions

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

#### Flat roof maintenance condition

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

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

#### Kitchen equipment

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

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

**a minimum of one Class F fire extinguisher conforming to BS7937 and a fire blanket conforming to BS EN 1869 is located in each cooking area.**

#### Money in transit

It is a requirement of this Insurance that **Negotiable Money** in transit is escorted by the number of persons shown below:

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

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

The maximum amount **We** will pay is the **Limit of Liability** "In Transit" shown in the **Schedule**.

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

## SPECIFIED ALL RISKS INSURANCE

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

### WHAT IS COVERED

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

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

### EXTENSIONS TO COVER

This Insurance also covers:

1. **Index Linking**

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

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

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

2. **Automatic Reinstatement of the sum insured following Damage**

Automatic Reinstatement of the Sum Insured following Damage

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

### WHAT IS NOT COVERED

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

7. **Damage** caused by
  - A. delay, confiscation or detention by order of any Government or Public Authority
  - B. counterfeit, substitute or foreign coins.
8. **Damage** to the contents of machines unless such contents are shown in the **Schedule**.
9. **Damage** as a result of any person obtaining any **Specified Equipment & / or Unspecified Equipment** by deception.
10. **Damage** occurring outside the territory as shown in the **Schedule**
11. **Damage** caused by pollution or contamination.
12. **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
13. **Damage** to **Specified Equipment & / or Unspecified Equipment** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
14. **Damage** commencing prior to the granting of cover under this Insurance
15. **Damage** caused by
  - A) its own faulty or defective design or materials
  - B) 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 itself results from other **Damage** which is covered by this Insurance
  - C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
  - D) change in temperature, colour, favour, texture or finish
  - E) mechanical or electrical breakdown, failure or derangement
 but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.
16. **Damage** to **Money** and securities of any description.
17. **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling **Stock**, watercraft or aircraft.
18. **Damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
19. **Damage** or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
  - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.
20. **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.
21. **Damage** to **Data** which shall include but shall not be limited to
  - A) **Damage** to or corruption of **Data** whether in whole or in part
    - i) unauthorised appropriation of use of access to or modification of **Data**
    - ii) unauthorised transmission of **Data** to any third parties
    - iii) **Damage** arising out of any misinterpretation, use or misuse of **Data**
    - iv) **Damage** arising out of any operator error in respect of **Data**.
  - B) **Damage** to the **Specified Equipment & / or Unspecified Equipment** insured arising directly or indirectly from
    - i) the transmission or impact of any **Virus**
    - ii) unauthorised access to a **System**

- iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
- iv) **Failure of a System**
- v) anything described in A) above

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

## 22. Terrorism

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

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

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

In **Great Britain** and Northern Ireland, terrorism means

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

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

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

In any action, suit or other proceedings where **We** allege that by reason of 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**.

## 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 claims on the basis of the full cost of replacement of the item with that of similar specification without deduction for wear tear and depreciation
2. more than one year old - **We** will settle the claims on the basis of the market value at the time of the **Damage**, taking into account wear, tear and depreciation.

### Other considerations when settling any claims under this Insurance

#### 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.

#### Your sum insured – the penalty for underinsurance

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

#### Plans and documents in support of the claim

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

## BUSINESS INTERRUPTION INSURANCE

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

### WHAT IS COVERED

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

#### Events

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

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

Other than

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

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

Other than

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

3. Storm or flood.

Other than

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

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

Other than

- i) **Damage** by water discharged or leaking from an automatic sprinkler 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 fork lift truck or other industrial vehicle or
- B. an aircraft or other aerial devices or articles dropped from them or
- C. an animal

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

Other than

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

7. Theft or attempted theft.

Other than

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

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

8. **Subsidence, Ground Heave or Landslip**

Other than

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

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

10. Falling trees or their branches

Other than

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

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

- B) Accidental **Damage** to neon and illuminated signs and electric light fittings forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.

Other than

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

12. Any other **Accident**.

Other than

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

	commissioning, servicing or repair.
x)	<b>Damage to Property</b> in transit.
xi)	<b>Damage</b> to land, roads, pavements, piers, jetties, bridges, culverts or excavations.
xii)	<b>Damage</b> to livestock, growing crops or trees.
xiii)	<b>Damage</b> to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling <b>Stock</b> , watercraft or aircraft.
xiv)	<b>Damage to Property</b> or structures in course of construction or erection and to materials or supplies relating to such <b>Property</b> or structures.

## EXTENSIONS TO COVER

This Insurance also covers:

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

### 1. **Loss at Suppliers' Premises or Customers Premises**

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

### 2. **Loss at Specified Suppliers' Premises or Customers Premises**

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

### 3. **Failure of Public Supply**

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

- electricity at the terminal ends of the supply authority's service feeders at the **Premises**
- gas at the supply authority's meters at the **Premises**
- water at the supply authority's main stop cock serving the **Premises**

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

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

### 4. **Disease, Murder, Suicide, Vermin and Pests**

Loss as a result of

- closure or restrictions placed on the **Premises** on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable human disease manifesting itself at the **Premises**
- Injury** or illness sustained by any customer or **Employee** arising from or traceable to foreign or injurious matter in food or drink sold from the **Premises**
- closing of the whole or part of the **Premises** by order of the Public Authority for the area in which the **Premises** are situate as a result of defects in the drains and other sanitary arrangements at the **Premises**
- murder or suicide occurring at the **Premises**
- vermin and pests at the **Premises**

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

### 5. **Denial of Access and Loss of Attraction**

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

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

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

Other than	
i)	Loss as a result of <b>Damage</b> which prevents or hinders the supply of electricity, gas, water or telecommunications

services.

#### 6. Telecommunications System

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

#### 7. Property at other locations and In Transit

**Damage** by any insured **Event** to

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

Other than

- i) Loss as a result of **Damage** to the conveying vehicle or craft by impact.

#### 8. Outstanding Debit Balances

**Damage** by any insured **Event** at the **Premises** to **Property Insured** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You** up to the limit shown in the **Schedule** for any one **Period of Insurance**.

#### 9. Loss of Rent Payable

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

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

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

Other than

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

#### 10. Exhibition Sites

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

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

## WHAT IS NOT COVERED

### 1. Sonic Bangs

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

### 2. War and Allied Risks

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

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

### 3. Pollution and Contamination

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

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

### 4. Radioactive Contamination

Loss as a result of **Damage** caused by or happening through or causing loss or destruction of or **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.

### 5. Terrorism

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

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

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

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

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

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

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

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

#### 6. **Electronic Risk**

- A) Loss as a result of **Damage to Data** which shall include but shall not be limited to
  - i) **Damage** to or corruption of **Data** whether in whole or in part
  - ii) unauthorised appropriation of use of access to or modification of **Data**
  - iii) unauthorised transmission of **Data** to any third parties
  - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
  - v) **Damage** arising out of any operator error in respect of **Data**.
- B) Loss as a result of **Damage to the Property Insured** arising directly or indirectly from
  - i) the transmission or impact of any **Virus**
  - ii) unauthorised access to a **System**
  - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution 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 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** used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises**

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

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

### GROSS REVENUE – HOW WE SETTLE CLAIMS

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

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

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

### GROSS RENT RECEIVABLE – HOW WE SETTLE CLAIMS

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

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

the standard **Gross Rent Receivable**.

2. **in respect of Increase in Cost of Working**

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

## INCREASED COST OF WORKING – HOW WE SETTLE CLAIMS

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

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

## ADDITIONAL INCREASED COST OF WORKING – HOW WE SETTLE CLAIMS

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

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

## OUTSTANDING DEBIT BALANCES - HOW WE SETTLE CLAIMS

If Extension to Cover 7 is included and **Damage** by any **Event** covered under this insurance occurs at the **Premises** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You** **We** will pay **You**

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

### Other considerations when settling any claims under this Insurance

#### Material Damage requirement

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

#### Limit of Liability

- **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any item its sum 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).

#### Savings

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

#### Underinsurance

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

#### Professional accountants' charges

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

#### Payments on account

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

#### Automatic reinstatement after a loss

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

#### **Requirements which You must comply with to minimise loss of Outstanding Debit Balances**

##### Duplicate records

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

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

## TRANSIT INSURANCE

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

### WHAT IS COVERED

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

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

including loading and unloading.

### EXTENSIONS TO COVER

This section also covers:

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

Other than

- i) **Money** and securities.
- ii) **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
- iii) **Damage** due to insufficient labelling or incorrect addressing.

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

Other than

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

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

Other than

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

### WHAT IS NOT COVERED

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

7. **Damage to Goods** carried by or dispatched by **You** for hire or reward.
8. **Damage** arising as a result of packing which was inadequate to withstand 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 unless
    - i. all doors, windows and other openings are left closed, securely locked and properly fastened or
    - ii. entry or access to the vehicle has been effected by forcible and violent means.
11. **Damage to Goods** while at **Exhibitions**.
12. **War and Allied Risks**

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

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

Loss caused by or happening through or causing **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.
15. **Terrorism**

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

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

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

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

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

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

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

16. **Electronic 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 appropriation of use of access to or modification of **Data**
  - iii) unauthorised transmission of **Data** to any third parties
  - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
  - v) **Damage** arising out of any operator error in respect of **Data**.
- b. **Damage to the Property Insured** arising directly or indirectly from
  - i) the transmission or impact of any **Virus**
  - ii) unauthorised access to a **System**
  - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
  - iv) **Failure of a System**
  - v) anything described in A) above

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

## HOW WE SETTLE CLAIMS FOR VEHICLES OWNED OR OPERATED BY YOU

### Your sum insured - the penalty for underinsurance

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

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

## EMPLOYERS' LIABILITY INSURANCE

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

### DEFINITIONS

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

#### INJURY

Bodily injury, death, disease or illness.

### WHAT IS COVERED

Any **Person Entitled to Indemnity** is covered

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

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

The proceedings must relate to

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

### EXTENSIONS TO THE EMPLOYERS' LIABILITY SECTION

This Insurance also covers:

#### 1. Compensation for Court 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**.

## 2. Unsatisfied Court Judgments

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

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

## WHAT IS NOT COVERED

### 1. Radioactive Contamination

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

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

### 2. Road Traffic Legislation

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

### 3. Fines or Penalties

Any legal liability for

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

### 4. Offshore

Any legal liability arising from work performed **Offshore**

### 5. Height and depth

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

### 6. Hazardous Locations

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

## EMPLOYERS' LIABILITY - HOW WE SETTLE CLAIMS

### How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

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

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

the claim on **Our** behalf.

#### **The most We will pay**

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

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

#### **Our right to pay the full limit at any time**

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

#### **Parties to the contract of insurance**

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

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

#### **Compulsory 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

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

### WHAT IS COVERED

Any **Person Entitled to Indemnity** is covered

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 nuisance, accidental trespass to land or **Goods**, or accidental interference with any easement, right of air, light, water or way, wrongful arrest or false imprisonment happening 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 or **Your** directors, partners or **Employees** normally resident within the **Territorial Limits** provided such journey is not for the purpose of performing manual work or
    - C) anywhere in the world in respect of **Products**.
2. in respect of
  - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C) i) costs of legal representation at proceedings in any **Court** arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
  - D) all other legal costs and
  - E) legal expenses in relation to any matter which may form the subject of a claim for indemnity under this insurance section.
3. Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

**We will pay**

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

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

The proceedings must relate to

- A) i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 and
  - ii) the health, safety and welfare of any person other than a director, partner or **Person Employed**
- B) a breach of Part II of the Consumer Protection Act 1987
- C) a breach of Part II of the Food Safety Act 1990

incurred with **Our** prior written consent.

## EXTENSIONS TO THE PUBLIC LIABILITY / PRODUCTS LIABILITY SECTION

This Insurance also covers

### 1. Cross Liabilities

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

### 2. Compensation for Court Attendance

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

### 3. Contingent Motor Liability

**Your** legal liability 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 while the vehicle is being driven by **You**.
- C) Where cover is provided by any other insurance **Policy**.
- D) Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

### 4. Personal Legal Liabilities whilst Overseas

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

Other than

Any legal liability arising out of

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

### 5. Data Protection Act 1998

**Your** legal liability to pay **Damages** and/or costs to others which are the result of **Damage** or distress as described in Section 13 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 fines or penalties.
- B) The cost of rectifying, reinstating, erasing, blocking or destroying any personal **Data**.
- C) Where cover is provided by any other insurance.
- D) Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.
- E) Any claim arising from or caused by circumstances notified to any of **Your** previous insurers.
- F) Any claim arising from circumstances known to **You** at the time **You** took out this Insurance.

### 6. Defective Premises Act

**Your** legal liability in respect of **Injury** or **Damage to Property** under Section 3 of the Defective Premises Act 1972 or Section 5 of the

Defective Premises (Northern Ireland) Order 1975.

#### 7. Consumer Protection Act

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

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

#### 8. Indemnity to Principals

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

- A) has not, in **Our** reasonable opinion, caused or contributed to the claim against them
- B) 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 notified of it

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

#### 9. Care Custody or Control

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

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

Other than:

- A) intentional slaughter except where **We** have agreed to the destruction or where a veterinary surgeon has certified that destruction is imperative for humane reasons. In such cases **We** shall have the right to a post mortem examination carried out by a Veterinary Surgeon.
- B) Injury, illness or disease directly or indirectly caused by or arising from any malicious 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 occurring 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) at stud and injury is directly attributable to the mare being in foal.
- E) injury, illness or disease directly or indirectly arising out of the administration of any medicament or treatment by **You** unless under the direction of a qualified veterinary surgeon.
- F) injury, illness or disease to any horse or pony owned by **You** or any member of the **Your** family.

#### 10. Professional Indemnity

- A. **We** will indemnify **You** against any claim or claims (including all legal costs and expenses which **You** shall become liable to the claimant) arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of **Your** legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with the **Business**, provided that the claim or claims are:
  - i) made against **You** and in writing to **Us** by **You** during the **Period of Insurance**;
  - ii) arising out of any act, error or omission which occurred subsequent to the inception date of this **Policy**;
  - iii) arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Schedule**.
- B. **We** will indemnify **You** against any claim or claims arising in respect of libel, slander, defamation up to but not exceeding the **Limit of Indemnity** specified in the **Schedule**.
- C. The liability of **Us** under this extension in respect of any one claim or aggregate for all claims in any one **Period of Insurance** shall

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

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

Other than

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

## CONDITIONS

### 1. Heat Conditions

It is a condition precedent to **Our** liability that the following precautions will be taken on each occasion where **You** are using any process which involves the application of heat, other than soldering, away from **Your Premises**

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

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

### 2. Bona Fide Sub Contractors Condition

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

- A) bodily injury
- B) **Damage**

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

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

## WHAT IS NOT COVERED

### 1. Mechanical Vehicles

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

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

### 2. Employers' Liability

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

### 3. Property in Your Custody or Control

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

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

### 4. Pollution or Contamination

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

- happening in **North America** or where a claim is brought in a court of law in **North America**
- happening anywhere in the world other than **North America** unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected **Incident** which takes place in its entirety at a specific 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** takes place.

### 5. Product Defects and Recall

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

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

6. **Professional Risks**

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

7. **Contractual Liability**

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

8. **Disposed Premises**

Any legal liability for the costs of remedying

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

in **Premises** disposed of by **You**.

9. **Fines or Penalties**

Any legal liability for

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

10. **Radioactive Contamination**

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

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

11. **War and Allied Risks**

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

12. **Fear of Asbestos**

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

13. **Asbestos Removal Costs**

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

14. **Aircraft Products**

Any legal liability arising from **Aircraft Products**.

15. **Excess**

**Your Excess** as shown in the **Schedule** in respect of

- A) the claimants damages
- B) the claimants costs and expenses.

16. **Other Insurances**

Where cover is provided by any other insurance **Policy**.

17. **Offshore**  
Any legal liability arising from work performed **Offshore**.
18. **Height and depth**  
Liability arising out of in consequence of any work at a height greater than ten (10) metres or a depth greater than three (3) metres.
19. **Hazardous 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, towers, steeples or airports.
20. **Products Supplied to North America**  
Any legal liability where it is known to the Insured, their **Products** are exported to the United States of America and / or Canada and any of their associated territories, unless agreed by **Us**.

## PUBLIC LIABILITY/PRODUCTS LIABILITY – HOW WE SETTLE CLAIMS

### How We settle claims for Your legal liabilities to third parties

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

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

### The most We will pay

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

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

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

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

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

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

### Our right to pay the full limit at any time

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

### Parties to the contract of insurance

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

Liability/Products Liability in **Your Schedule**.

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

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

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

#### **North America Claims**

In respect of claims happening or 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 in the **Schedule**.

### DEFINITIONS

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

#### DATA

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

#### LIMIT OF LIABILITY

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

#### PROPERTY

**Property** insured (as defined within the Property Damage Insurance section of this **Policy**) and any other property whatsoever, but excluding:

- a) any land or **Building** which is occupied as a private residence or any part thereof which is so occupied unless;
  - i) insured under the same contract of insurance as the remainder of the **Building** which is not a private residence or
  - ii) not insured in the name of an individual
- b) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

#### VIRUS OR SIMILAR MECHANISM

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, **DATA** or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### 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, Transit, Business Interruption and Loss of Licence Insurances (where operative) is extended to include Terrorism Insurance as specified below.

This **Policy** includes **Damage** or loss resulting from **Damage** to the **PROPERTY** and consequential loss resulting there from insofar and to the extent that it is insured by this **Policy** whilst situate within the applicable Territory stated below caused by or resulting from an **Act Of Terrorism**

provided always that Terrorism Insurance is

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

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

- A) in the whole the total sum insured
- B) in respect of any item its sum insured or any other stated **LIMIT OF LIABILITY** specified in the **Schedule** or elsewhere in the **Policy**

whichever is the lower subject always to the **LIMIT OF LIABILITY** in respect of the Territory stated below after the application of all the provisions of the insurance including **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 de jure or de facto.

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

## WHAT IS NOT COVERED

1. **Riot, Civil Commotion, War and Allied Risks**  
Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. **Electronic Risks**  
Any loss whatsoever or any expenditure resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - A) **Damage** to or the destruction of and **Computer System**  
or
  - B) any alteration, modification, distortion, erasure or corruption of **DATA**
 in each case whether the property of the Original Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **VIRUS OR SIMILAR MECHANISM** or **Hacking** or **Phishing** or **Denial Of Service Attack**.
3. **NUCLEAR INSTALLATION or Nuclear Reactor**  
Any loss whatsoever or any consequential loss resulting or arising from **Damage** to any **Nuclear Installation** or nuclear reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or nuclear reactor.
4. **Nuclear Risks and Chemical, Biological and Radiological Contamination**  
In respect of **Residential Property** insured in the name of a **Private Individual** any loss whatsoever or any expenditure resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - C) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

## SPECIAL PROVISION – CYBER TERRORISM

This Special Provision applies only to **PROPERTY** situated within **Great Britain** only.

Exclusion 2A) and 2B) above shall not apply to any **Covered Loss** provided that such **Covered Loss**:

- i. results directly (or, solely as regards (ii) (c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**; and
- ii. comprises

- a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **PROPERTY** insured by **You** or
  - b) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either
    - i. damage to or destruction of **PROPERTY** insured by **You** or
    - ii. as a direct result of denial, prevention or hindrance of access to or use of the **PROPERTY** insured by **You** by reason of an **Act Of Terrorism** causing damage to other **PROPERTY** within one mile of the **PROPERTY** insured by **You** to which access is affected
 or
  - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **PROPERTY** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss
- and
- iii. is not proximately caused by an **Act Of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of **PROPERTY** for the purposes of this Special Provision shall (additionally to those exclusions within the definition of **PROPERTY** for this section) exclude:

- A. any **Money** (as defined within this **Policy**), currency, electronic cryptographic or virtual currency including bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever and
- B. any **DATA**.

Notwithstanding the exclusion of **DATA** from **PROPERTY**, to the extent that **Damage** to or destruction of **PROPERTY** within the meaning of ii) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of **DATA**, because the occurrence of one or more of the matters referred to in i) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **DATA**, that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **PROPERTY** from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **DATA** be recoverable under this Terrorism Insurance.

## SPECIAL CONDITIONS

1. In any action, suit or other proceedings where **We** allege that any **Damage** or loss resulting from **Damage** is not covered by this Terrorism Insurance 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 declarations on expiry or during the **Period of Insurance** do not apply to Terrorism Insurance.
3. If this **Policy** is subject to any Long Term Agreement/ Undertaking it does not apply to Terrorism Insurance.

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

## CLAIMS CONDITIONS

The following conditions apply

### 1. Making a Claim

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

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

### 2. Our Control Of Claims

**We** will be entitled

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

### 3. Conditions

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

### 4. Fraud

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

### 5. Other Insurance

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

This condition does not apply to Money Insurance, the Contingent Motor Liability cover under Liabilities Insurance – Public Liability/Product Liability or to Personal **Accident** Insurance.

## POLICY CONDITIONS

### 1. Fair presentation of the Risk

- A) At inception and renewal of this **Policy** and also whenever changes are made to it at **Your** request the **Insured** must
  - 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
    - avoid the **Policy** which means that **We** will treat it as if it had never existed and repay the premium paid and
    - recover from **You** any amount **We** have already paid for any claims including costs and expenses **We** have incurred
    - if **We** would have applied different terms apply. **We** may recover any payment made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - 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 purposes wholly or mainly unconnected 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 or **You** are acting on their behalf makes a careless 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 or
- 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 increases the risks 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 30 days' written notice to **Your** last known address.

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

### 4. Contracts (Rights of Third Parties) Act 1999

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

5. **Law Applicable**

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

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

6. **Policy Voidable**

This **Policy** shall be voidable in the event of misrepresentation, mis-description 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 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 sums insured, Limits of Indemnity and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of persons entitled to indemnity under this **Policy**.

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

9. **Reasonable Precautions**

**You** must 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**, furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair.

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

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

10. **Financial or Trade Sanctions**

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

11. **Non Invalidation**

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 reviewed, then contact:

Subject	Contact
A claim	<p>Please contact RSA Customer Relations Team:</p> <ul style="list-style-type: none"> <li>▪ Post – PO Box 255, Wymondham, NR18 8DP</li> <li>▪ Email - <a href="mailto:crt.halifax@uk.rsagroup.com">crt.halifax@uk.rsagroup.com</a></li> </ul> <p>Details of the RSA internal complaint-handling procedures are available on request.</p>
All other matters	<p>Please contact the Managing Director at Accelerate Underwriting Ltd:</p> <ul style="list-style-type: none"> <li>▪ Post - 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB</li> <li>▪ Email - <a href="mailto:complaints@accelerate-underwriting.com">complaints@accelerate-underwriting.com</a></li> </ul> <p>Details of the Accelerate internal complaint-handling procedures are available on request.</p>

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

#### Complaints process

We will:

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

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

#### If You are still not happy

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

Post	Financial Ombudsman Service, Exchange Tower, Harbour, Exchange Square, London, E14 9SR
Telephone	0800 0234567 (for landline users) 0300 1239123 (for mobile users)
Email	<a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
Website	<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

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

#### Thank You for Your feedback

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

#### The Financial Services Compensation Scheme (FSCS)

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

For this type of insurance 90% of **Your** claim is covered, without any upper limit. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), and on 020 7741 4100, or 0800 678 1100.

## HOW WE USE PERSONAL INFORMATION

### DEFINITIONS

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

#### WE/US/OUR

Accelerate Underwriting Ltd, 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB and Royal & Sun Alliance Insurance plc, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

### YOUR PRIVACY

**Your** privacy is important to **US** and **WE** are committed to keeping it protected. **WE** have created this Customer Privacy Notice which will explain how **WE** use the information **WE** collect about you and how you can exercise **Your** data protection rights. This Privacy Notice will help you understand the following:

#### Why do we collect and use your personal information?

As an insurer, **WE** need **Your** personal information to understand the level of insurance cover you require. We'll use this information (e.g. **Your** name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to **OUR** products and services.

**WE** need to use **Your** information to create a quote for you, allowing you to buy insurance products from **US**. When buying a product from **US**, you'll also need to provide **US** with details about the items you wish to be covered by the insurance (e.g. car make and model, **Your** home).

**WE** may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes **WE** will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take **Your** payment details to set up **Your** cover. This could be direct debit, credit or debit card information. To service **Your Policy**, **WE** might contact you via **OUR** website, emails, telephone calls or post. When using these services **WE** might record additional information, such as passwords, online identifiers and call recordings.

For some of **OUR** products, **WE** may collect information through smart sensors to assess **Your** insurance needs (e.g. a black box installed in **Your** vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against **Your** insurance **Policy**, **WE** will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, **WE** may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to **US**, you may provide **US** with equivalent or substantially similar information relating to other proposed beneficiaries under the **Policy**. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require **US** to meet certain conditions before **WE** are allowed to use **Your** personal information in the manner described in this Privacy Notice. To use **Your** personal information, **WE** will rely on one or more of the following grounds:

- **Performance of contract:** **WE** need to use **Your** personal information in order to provide you with the **Policy** (which is a contract of insurance between you and us), and perform **OUR** obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, **WE** may need **Your** consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data". For marketing, you will always be given a choice over the use of **Your** data.
- **Necessity to establish, exercise or defend legal claim:** If you, or **WE**, bring a legal claim (e.g. a court action) against the other, **WE** may use **Your** information in either establishing **OUR** position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require **US** to use **Your** personal information in certain ways.

- **Legitimate Interests:** **WE** will also process **Your** personal information where this processing is in **OUR** "legitimate interests". When relying on this condition, **WE** are required to carry out a balancing test of **OUR** interests in using **Your** personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether **WE** can use **Your** personal information in the ways described in this Privacy Notice. **WE** will always act reasonably and give full and proper consideration to **Your** interests in carrying out this balancing test.

#### Where else do we collect information about you?

Where possible, we'll collect **Your** personal information directly from you. However, on occasion **WE** may receive details about you from other people or companies. For example, this might happen if:

- It was given to **US** by someone who applied for an insurance product on **Your** behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to **US** when you purchased an insurance product or service that is provided by **US** in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to **US**.

**WE** request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact **US**.

#### Will we share your personal information with anyone else?

**WE** do not disclose **Your** information outside of **US** except:

- Where **WE** need to check the information you gave to **US** before **WE** can offer you an insurance product (e.g. reference agencies)
- Where **WE** are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention)
- Where **WE** provide insurance services in partnership with other companies (e.g. building societies, large retailers)
- In the event that **WE** are bought or **WE** sell any business or assets, in which case **WE** will disclose **Your** personal information to the prospective buyer of such business or assets
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself
- Within **OUR** group for administrative purposes
- As required in order to give effect to contractual arrangements **WE** have in place with any insurance broker and/or intermediary through which you have arranged this policy
- With healthcare providers in the context of any relevant claim being made against **Your** policy
- If **WE** appoint a third party to process and settle claims under the **Policy** on **OUR** behalf, in which case **WE** will make **Your** personal information available to them for the purposes of processing and settling such claims
- With **OUR** third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With **OUR** reinsurers (and brokers of reinsurers) in connection with the normal operation of **OUR** business.

Sometimes **YOUR** personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. **WE** will take all reasonable steps to ensure that **Your** personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact **US**.

#### Which decisions made about you will be automated?

Before **WE** can offer you an insurance product or service, **WE** may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate **Your** credit rating. This rating will help **US** to evaluate **Your** ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects **Your** information using smart sensors (e.g. in car black box) to calculate **Your** insurance risk (e.g. driving score). This may then be used to determine **Your Policy** rewards (e.g. cash back for safe driving) and to calculate **Your Policy** renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of **Your** claim.

The results of these automated decision-making processes may limit the products and services **WE** can offer you. If you do not agree with the result, you have the right to request that **WE** perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact **US**.

### For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of Your personal information for a specific purpose is based on Your consent, it will be kept for as long as WE continue to have Your consent (e.g. WE would stop contacting you for marketing purposes once you have asked US to).
- Where, for a limited period of time, WE are using some of Your information to improve the products or services WE provide.
- For as long as Your information is required to allow US to conduct fraud and/or criminal checks and investigations.

### Will you be contacted for marketing purposes?

If you have agreed, WE might contact you by post, email, phone and text message to let you know about offers and services WE think you'll like. The messages may be personalised using information you have previously provided US.

You can ask US to stop contacting you for marketing purposes at any point.

WE will only contact you for marketing purposes if WE collected Your information directly, except when authorised and instructed by the third-party acting on Your behalf.

WE may use the information which WE collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, WE know you have browsed OUR products and services. If you don't want to be shown targeted advertising messages from US, you can change the advertising setting on some third-party sites and some browsers to block OUR adverts.

### Your information is incorrect what should you do?

If you hold a product or service with US and think that the information WE hold about you is incorrect or incomplete, please contact US and WE will be happy to update it for You.

### What are your rights over the information that is held by us?

WE understand that Your personal information is important to you, therefore you may request the following from US to:

1. Provide you with details about the personal information WE hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request Your personal information be deleted where you believe it is no longer required. Please note however, WE may not be able to comply with this request in full where, for example, you are still insured with US and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to US, so it can be provided to another company. WE would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of Your information by US, under the following circumstances [Request Ref: DSR 4]:
  - a. If you believe that the information WE hold about you is inaccurate, or;
  - b. If you believe that OUR processing activities are unlawful and you do not want YOUR information to be deleted.
  - c. Where WE no longer need to use Your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - d. Where you have made an objection to US (in accordance with section 5 below), pending the outcome of any assessment WE make regarding Your objection.
5. Object to the processing of Your data under the following circumstances [Request Ref: DSR 5]:
  - a. Where WE believe it is in the public interest to use Your information in a particular way, but you disagree.
  - b. Where WE have told You WE are using Your data for OUR legitimate business interests and you believe WE shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, WE will stop using Your information unless WE can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact US and submit a written request, including the request reference (e.g. DSR 1), as this will speed up Your request. To ensure that WE do not disclose Your personal information to someone who is not entitled to it, when you are making the request WE may ask you to provide US with:

- Your name
- Address(es)
- Date of birth
- Any Policy IDs or reference numbers that you have along with a copy of Your photo identification.

All requests are free of charge, although for requests for the provision of personal information **WE** hold about you (DSR1) **WE** reserve the right to charge a reasonable administrative fee where, **WE** believe an excessive number of requests are being made. Wherever possible, **WE** will respond within one month from receipt of the request, but if **WE** don't, **WE** will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean **WE** will be able to fulfil it in full on every occasion – **WE** are sometimes bound by law which can prevent **US** fulfilling some requests in their entirety, but when this is the case **WE** will explain this to you in **OUR** response.

#### Our Privacy Notice

If you have any queries regarding **OUR** Privacy Notice please contact **US** and **WE** will be happy to discuss any query with you. **OUR** Privacy Notice will be updated from time to time so please check it each time you submit personal information to **US** or renew **Your** insurance **Policy**.

#### How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

Post	Data Protection Officer, 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB
Email	hello@accelerate-underwriting.com

#### How you can lodge a complaint?

If you wish to raise a complaint on how **WE** have handled **Your** personal information, please send an email to [complaints@accelerate-underwriting.com](mailto:complaints@accelerate-underwriting.com) or write to **US** using the address above. **OUR** Data Protection Officer will investigate **Your** complaint and will give you additional information about how it will be handled. **WE** aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with **OUR** response or believe **WE** are not processing **Your** personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are:

Post	Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
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#### Employers' Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

By entering into this insurance **Policy** **You** will be deemed to specifically consent to the use of **Your Policy Data** in this way and for these purposes.