



# Combined Insurance

for Freelance Farriers,  
Blacksmiths and  
Equine Specialists

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## **Insurer Details:**

Markel International Insurance Company Limited:  
Registered in England number 966670  
Registered address: 20 Fenchurch Street, London, EC3M 3AZ

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# ABOUT YOUR POLICY

Your Policy is made up of Sections prepared from a proposal form or declaration or statement of fact provided by You or from Your instructions or any information in connection with this insurance provided to Your insurance adviser.

The Policy Introduction explains the insurance provided under this contract.

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions Conditions and Exclusions.

An Endorsement forms an addition to the Section and varies the insurance provided by the Section.

The Schedule and any Endorsement should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements.

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require you to take action.

## **Policy Introduction**

This Policy is a contract between You and the insurer.

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy.

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy.

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the cancellation conditions contained within the policy.

Please read the whole document carefully it is arranged in different sections It is important that:

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact your Coverholder/Broker immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts.

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be.

The insurer will indemnify You following Your payment of the premium within the operative Section Definitions terms Conditions and Exclusions Schedule and Endorsement as stated in the Insurance provided and Limit of Liability occurring in connection with Your Business during the Period of Insurance.

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document.

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise.

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess.

Please note that You are required to inform Your insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully.

You should contact Your insurance advisor if You are in any doubt as to whether a fact is material or not.

## **Authorised Signatory**

**Aaron Crombie**

## **Underwriting Director**

**Pen Underwriting (Delegated)**

# COMPLAINTS

At Pen Underwriting, it is always our intention to provide a first class standard of service.

However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:

Pen Underwriting Limited Complaints 7th Floor Spectrum Building  
55 Blythswood Street Glasgow G2 7AT  
Telephone: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Further details of Our internal complaint-handling procedures are available on request.

You can also contact Your Insurer, contact details can be found in The Schedule.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service Exchange Tower London E14 9SR  
Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**How to make a claim**

To report any claims for all insured sections please contact:

SEIB Insurance Brokers Ltd  
South Essex House  
North Road  
South Ockendon  
RM15 5BE

Telephone: 01708 850000

Email: [claims@seib.co.uk](mailto:claims@seib.co.uk)

# POLICY CONDITIONS

## Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

## Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us.

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay  
$$X = \frac{\text{premium charged}}{\text{premium that would have been charged if You made a fair presentation of the risk}} \times 100$$
- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

## Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy.

## Cancellation

- 1) Your rights

You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation

This right does not apply at the first or any subsequent renewal of this Policy

- 2) Our rights

We may cancel this Policy at any time by providing You with 14 days notice of cancellation by recorded delivery letter to Your last known Business address

- 3) Return of premium

If this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance there have been no

- 1) claims made under this Policy for which We have made a payment
- 2) claims made under this Policy which are still under consideration
- 3) Events likely to give rise to a claim but yet to be reported to Us

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with Policy Condition Premium Adjustment.

If a claim has been submitted or there has been any Events likely to give rise to a claim during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given.

- 4) Certificate of insurance  
If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

#### **Claims (Action to be taken by You)**

Not applicable to the Business Interruption Section or Loss of Licence Section or Goods in Transit Section

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- 1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- 2) notify Us and the police immediately that it becomes evident any Damage has been caused by Specified Perils 6) Malicious Persons and or 16) Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover any guilty person and to trace and or recover the Property insured or Money
- 3) deliver to Us at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers and or 6) Malicious Persons or such further time as We may allow
  - a) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage
  - b) details of any other insurances on any Property hereby insured
  - c) all such proofs and information relating to the claim as may be reasonably required
  - d) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details
- 4) provide all additional information We may require within the time stipulated by Us
- 5) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- 6) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
- 7) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be in force
- 8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

#### **Claims (Our Rights)**

Not applicable to Liability Section.

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and any person authorised by Us may without hereby incurring any liability or diminishing any of Our rights under this Policy.

- 1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured
- 2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property You shall at Your own expense produce and give to Us all such plans documents books and information as We shall reasonably require

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

#### **Claims (Conduct and Control)**

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent.

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require.

#### **Claims (Contribution)**

Not applicable to Liability Section.

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage.



### **Claims (Reinstatement)**

If at Our option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required.

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule.

### **Claims (Subrogation)**

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us.

### **Premium Adjustment**

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You.

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us.

At Our request You shall supply an auditors certificate in support of such particulars.

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

### **Protections**

Not applicable to the Liability Section You shall ensure that

- 1) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for Your Business or left unattended
- 2) any keys for the Premises and or intruder alarm installation and or safes and or strongrooms and or any other secured area or device in which Property insured is kept are removed from the Premises whenever the Premises are closed for Your Business or left unattended
- 3) awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises

The codes shall be changed immediately following the departure from the Your Business of an authorised person

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above.

### **Reasonable Precautions**

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain Your Premises and machinery and everything used in Your Business in proper repair
- 3) in the selection and supervision of Employees
- 4) to comply with all statutory and other obligations and regulations imposed by any authority
- 5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

**Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.**

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above.

## Subjectivity

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You
  - 1.1) providing Us with any additional information requested by the required date(s)
  - 1.2) completing any actions agreed between You and Us by the required date(s)
  - 1.3) allowing Us to complete any actions agreed
- 2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s). Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option.
  - a) modify the premium
  - b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
  - c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
  - d) exercise Our right to cancel the Policy
  - e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and or decisions We will consider the Your comments and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to the Your and Our satisfaction.

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

## Rights of Third Parties

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.

## Assignment

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent. We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy.

## Pen's Data Protection Notice

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

## SEIB's Data Protection Notice

Your privacy is important to SEIB. SEIB will process **Your** personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which may be held about **You** or processed is SEIB who **You** can contact via the Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850 000 or email [dataprotection@seib.co.uk](mailto:dataprotection@seib.co.uk).

SEIB process **Your** personal data for the purposes of offering and carrying out insurance related services to **You** or to an organisation or other persons which **You** represent. **Your** personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing **Your** personal data with, and obtaining information about **You** from, SEIB's group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and SEIB's regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that **Your** personal information is protected.

### **Special Categories Of Data**

In order to provide **Your** insurance Policy or when making a claim, SEIB may need to collect or process information relating to **Your** or a dependant's health or criminal convictions. As this is 'sensitive personal data' SEIB are required to obtain **Your** consent to process this information. If **You** do not consent to SEIB processing this information SEIB may be unable to provide **Your** insurance Policy or process any claim. **You** are entitled to withdraw this consent at any time. However, withdrawing **Your** consent may mean SEIB are unable to continue providing **Your** cover meaning **Your** insurance Policy may be cancelled. **Your** Policy terms and conditions set out what will happen in the event **Your** Policy is cancelled.

Where SEIB have **Your** consent, SEIB may market their services to **You** or provide **Your** personal data to their related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting SEIB.

### **Fraud Prevention**

SEIB may check **Your** details with various fraud prevention and credit reference agencies. If **You** make a claim, SEIB will share **Your** information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on SEIB's behalf.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

### **Further Information**

For further information on how **Your** personal data is used and **Your** rights in relation to **Your** personal data please refer to SEIB's Privacy Policy at [www.seib.co.uk/about-us/privacy-policy](http://www.seib.co.uk/about-us/privacy-policy) or contact SEIB's Data Protection Officer.

### **Several Liability**

Our liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co-Insurer who for any reason does not satisfy all or part of its obligations.

# POLICY EXCLUSIONS

## War and similar risks

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability
  - 2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
  - 2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

## Radioactive and Other Contamination

Not applicable to Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
  - d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes
  - e) any chemical biological biochemical or electromagnetic weapon provided that
    - i) in respect of the Employers' Liability Subsection of the Liability Section or paragraphs a) and b) above shall only apply when You under a contract have
      - 1) undertaken to indemnify another party
      - 2) assumed liability which would not have attached in the absence of such contract
    - ii) paragraphs c) d) and e) above shall not apply to the Liability Section

## Terrorism

Not applicable to Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

- 1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
- 2) any act including but not limited to the use of force or violence and or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear occurring other than in England Wales and Scotland  
Including any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 1) or 2) above
- 3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You

In the event that any part of this Exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect.

### **Date Recognition**

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
  - 2.1) computer data processing equipment or media Microchip integrated circuit or similar device or
  - 2.2) other equipment or System for processing storing or retrieving data or
  - 2.3) computer software whether Your Property or not to
    - a) recognise correctly any date as its true calendar date
    - b) capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
    - c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date but indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section or in respect of subsequent Damage which itself results from Specified Perils 1) – 7) and or 9) – 13) and or 16) other than Theft or Attempted Theft by Employee but only where such Specified Perils are not stated to be otherwise excluded in the Schedule and Damage would otherwise be the subject of indemnity thereunder

### **Loss of Electronic Data**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto We shall not provide indemnity under this Policy in respect of any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purposes of this Exclusion:

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

### **Sanction Limitation and Exclusion**

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country.

### **Sanctions**

We will not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### **Northern Ireland**

Not applicable to the Liability Section

We shall not provide indemnity under this Policy in respect of destruction or Damage or consequential or inevitable loss for such Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Specified Perils 5) Riot Civil Commotion Strikers Locked- out Workers or 6) Malicious Persons.

### **Cyber**

This Policy does not apply to or include legal liability:

for loss, damage, liability or expense caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

# MATERIAL DAMAGE SECTION

## 1. Definitions

When ever the following words and phases appear in this section they will always have these meanings –

### Contents

Contents the property of the insured or held by them in trust for which they are responsible excluding landlords fixtures and fittings and vehicle licensed for road use (and accessories thereon)

### Stock

Stock and Material in trade the property of the insured or held by them in trust for which they are responsible

## 2. Average Clause

The sum insured by each item of this section (other than those applying solely to fees rent or removal of debris) is declared to be separately subject to Average i.e. if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured the amount payable by the company in respect of such DAMAGE shall be proportionately reduced

### Expectations:

- a) A private dwelling house or household goods and personal effects
- b) A building used mainly for public religious worship or for activities in connection therewith
- c) Agricultural produce on a farm Great Britain which will be subject to the special conditions of average
- d) Any items subject to the Two Condition of average
- e) Any item subject to the Day One Average Memorandum

## 3. Contents Clause

It is agreed that the term contents is understood to include in so far they are not otherwise insured –

- i. Money and stamps (including National Insurance Stamps) for an amount not exceeding £500
- ii. Documents manuscripts and business books but only for the cost of the materials and clerical labour expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein)
- iii. Computer systems records but only for the cost of the materials and clerical labour and computer time expended in reproducing some records (excluding any expense in connection with the production of information to be recorded there in)
- iv. Patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in the reinstatement
- v. Contents of outbuildings
- vi. Contents of open yard
- vii. Tenants improvements, alterations and decorations
- viii. Directors, partners, customers, visitors and employees personal effects of every description (other than motor vehicles and money) for an amount not exceeding £500 in respect of any one person

## 4. European Community and Public Authorities (including Undamaged Property) Clause

Subject to the following special conditions the insurance by Buildings(s) and contents of this section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any act of Parliament or Bye Laws of any Public Authority (hereafter referred to as the Stipulations) in respect of
  - The lost, destroyed or damaged property thereby insured
  - Undamaged portions thereof

Excluding

- a) The cost incurred in complying with the Situations:
  - i. In respect of DAMAGE occurring prior to the granting of this extension
  - ii) In respect of DAMAGE not insured by this section
  - iii) Under which notice has been served upon the insured prior to that happening of the DAMAGE
  - iv) For which there is an existing requirement which has to be implemented within a given period
  - v) In respect of property entirely undamaged by an peril hereby insured against
- b) The additional cost that would have been required to make good the property lost, destroyed or damaged or a condition equal to its condition when new had the necessity to comply with stipulations
- c) The most amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with Stipulations

### Special Conditions

- 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as Underwriters may allow (during the said twelve months) and may be carried out upon another site (if the stipulations so necessitate) Subject to the liability of Underwriters under this extension not being thereby increased
- 2) If the liability of Underwriters under (any item of) this section part from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of Underwriters under the extension (in respect of any such item) shall be reduced on like proportion
- 3) The total amount recoverable under any item of this section in respect of this extension shall not exceed
  - a) In respect of the lost destroyed or damaged property
    - i) 15% if its sum Insured
    - ii) Where the sum insured by the item applies to property at more than one premises 15% of the total amount for which Underwriters would have been liable had the property insured by the item at the premises where the DAMAGE has occurred been wholly destroyed
  - b) In respect of undamaged portions of property (other than foundations) 15% of the total amount for which Underwriters would have been liable had the property insured by the item at the premises where the DAMAGE has occurred been wholly destroyed
- 4) The total amount recoverable under any item of this section shall not exceed its sum insured
- 5) All the terms and conditions of the policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

### 5. Reinstatement Clause

(N.B not applicable to motor vehicles and their accessories personal effects or stock and materials in trade)

Subject to the following Special conditions the basis upon which the amount payable in respect of property insured is to be calculated shall be the reinstatement of the property lost, destroyed or damaged

For the purpose Reinstatement means

- a) The rebuilding or replacement of property lost or destroyed which provided the liability of the company is not increased may be carried out
  - i. In any manner suitable to the requirements of the insured
  - ii. Upon another site
- b) The repair or restoration of property damaged

In either case to a condition equivalent to or substantially the same not exceed the amount which would have been payable had such property been wholly destroyed

### Special Conditions

- 1) The liability of Underwriters for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 2) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any DAMAGE the liability of Underwriters shall not exceed that proportion of the amount of the DAMAGE which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 3) No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - a. Unless reinstatement commences and proceeds without unreasonable delay
  - b. Until the cost of reinstatement shall have been actually incurred
  - c. If the property insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the insured which is not upon the same basis of reinstatement
- 4) All the terms and conditions of the policy shall apply
  - a) In respect of any claims payable under the provisions of this memorandum except in so far as they are varied hereby
  - b) Where claims are payable as if this memorandum had not been incorporated

## 6. Reinstatement of Sum Insured after Loss Clause

In the event of loss the sum insured by this section will be automatically reinstated from the date of loss unless written notice is given to the contrary either by Underwriters or by the Insured and the Insured undertake to pay such necessary premiums as may be required for such reinstatement from the date

## 7. Subrogation Waiver Clause

In event of a claim arising under the section the Underwriters agree to waive any rights remedies or relief to which they might have become entitled by subrogation against

- a) Any Company standing in relation of parent to subsidiary (Subsidiary to parent) to the insured as defined in the Companies Act or the Companies (N.I) Order as appropriate current at the time of the DAMAGE
- b) Any Company which is a subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I) Order as appropriate current at the time of the DAMAGE

## 8. Temporary Removal Clause

- a) The property Insured by this section (Other than stock if insured) is covered whilst temporarily removed for cleaning, renovation, repair and similar purposes elsewhere and in thereto and therefrom all in Great Britain and Northern Ireland
- b) The Liability of Underwriters under this extension in respect of each item of this section for any DAMAGE accruing elsewhere than at the within mentioned premises shall not exceed 15% of the sum insured by the item
- c) This extension does not apply to property in so far as it is otherwise insured nor as regards losses occurring elsewhere than at the premises from which property in temporarily removed to motor vehicles and motor chassis licensed for normal road use
- d) All the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein

## 9. Terrorism Exclusion Clause

This section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

1. any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence of loss
2. any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

If Underwriters allege that by any reason of this exclusion any loss damage cost or expense in not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforcible the remainder shall remain in full force and effect

### Definition – Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of private house(s) or contents thereof insured in the name of an individual this Terrorism Exclusion only applies to loss damage cost or expense caused by nuclear chemical or biological contamination resulting directly or indirectly from terrorism



**Material Damage- The Cover – All Risks**

The Underwriters agree that if any of the Property Insured described in the schedule be accidentally lost destroyed or damaged Underwriters will pay the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Underwriters option reinstate or replace such property or any part of it

Provided that the liability of Underwriters under this section shall not exceed

- i. in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of loss destruction or damage
- ii. the sum insured (or limit) remaining after deduction for any other loss, destruction or damage occurring during the same period of insurance unless the Underwriters shall have agreed to reinstate any such sum insured (or limit)

**Additional Definitions**

- 1. The word DAMAGE in capital letters shall mean accidental loss or destruction of or damage to the Property Insured
- 2. The words Defined Peril shall mean fire, lightning, explosion, aircraft, or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

**Exclusions**

This Section does not cover

- 1. the amount shown below after the application of the condition of Average in respect of
  - i. DAMAGE by fire, lightning, explosion, aircraft, riot civil, commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake.....£NIL
  - ii. all other DAMAGE.....£250
- 2. DAMAGE caused by or consisting of
  - a. Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, level its own faulty or defectice design or materials
  - b. The bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
  - c. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 3. DAMAGE caused by or consisting of
  - a. Faulty or defective workmanship, operational error or omission on the part of the Insured or any of his employees

But this shall not exclude

- i. Such DAMAGE not otherwise excluded which itself results from a Defined Peril ii. Subsequent DAMAGE which itself results from a cause not otherwise excluded
- b. acts of fraud or dishonesty by the Insureds employees but this shall not exclude such DAMAGE not otherwise excluded which itself results from a Defined Peril

- 4. DAMAGE caused by or consisting of
  - a. Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - b. Change in temperature, colour, flavour, texture or finish
  - c. Theft or attempted theft
 DAMAGE consisting of
  - d. Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheathers, pressure vessels or any range of steam and feed piping in connection therewith
  - e. Mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

But this shall not exclude

- i. Such DAMAGE which results from a cause not otherwise excluded

5. loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured not otherwise caused by
  - a. pollution or contamination which itself results from a Defined Peril
  - b. a Defined Peril which itself results from pollution or contamination
6. DAMAGE caused by or consisting of
  - a. Subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - b. Normal settlement or bedding down of new structures
  - c. Disappearance unexplained or inventory shortage misfiling or misplacing of information
7. destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded
8. DAMAGE in respect of moveable property in the open fences and gates caused by wind, rain, hail, sleet, snow, flood or dust
9. DAMAGE
  - a. Caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - b. (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
10. DAMAGE
  - a. Caused by freezing
  - b. Caused by escape of water from any tank apparatus or pipe
  - c. Caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation

In respect of any buildings which is empty or not in use
11. DAMAGE in respect of
  - a. Jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare book
  - b. Property in transit
  - c. Fixed glass
  - d. Glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
  - e. Money cheques stamps bonds credit cards or securities of any description

Other than such DAMAGE caused by a Defined Peril in so far as it is not otherwise excluded
12.
  - a. vehicles licensed for road use ( including accessories thereon) caravans trailers railway locomotives
  - b. property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - c. land roads pavements piers jetties bridges culverts and excavations
  - d. livestock growing crops or trees

unless specifically mentioned as insured by this Section
13. property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Section be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
14. any property more specifically insured by or on behalf of the Insured
15. DAMAGE occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority

16. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by 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 hazardous properties of any explosive nuclear assembly or nuclear component thereof
17. DAMAGE in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
  - i. Riot, civil commotion and (except in respect of DAMAGE by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
  - ii. TERRORISM as defined in the **Terrorism Exclusion Clause**

In any action suit or other proceedings where the Underwriter alleges that by reason of this definition any DAMAGE is not covered by this Section the burden of proving that such DAMAGE is covered shall be upon the Insured
18. Consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Section
19. DAMAGE to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information programs or software) and whether the property of the Insured or not where such DAMAGE is caused by programming or operator error Virus or similar mechanism or Hacking  
But shall not exclude DAMAGE not otherwise excluded which itself results from a Defined Peril save in respect of malicious persons other than thieves

### Definitions

For the purposes of this Section Exclusion the following Definitions apply

- a. Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operation whether involving self-replication or not  
This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs
- b. Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

### General Provisions

#### 1. Deductibles

This section does not cover the amount excluded stated in Exclusion 1 in respect of each and every loss as ascertained after the application of all other terms and conditions of this section including any condition of Average

#### 2. Explosion

In respect of any vessel, machinery or apparatus or its contents belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations cover against destruction or damage caused by an explosion thereof is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service

### Special Conditions

#### Average Clause

1. If at the time of DAMAGE the Declared Value of the property covered by such item be less than the cost of reinstatement at inception of the Period of Insurance then Underwriters liability for any DAMAGE shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
2. The liability of Underwriters for the repair or restoration of property damaged in part only shall not exceed the amount which would have not been payable had such property been wholly destroyed
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have been actually incurred
  - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
4. All the terms and conditions of this policy shall apply
  - a) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
  - b) where claims are payable as if this memorandum had not been incorporated except that the sum(s) insured shall be limited to 115% of the Declared Value(s)

# THEFT SECTION

## 1. Indemnity

The Underwriters agree subject to the terms contained herein or endorsed hereon that in the event of

1. any of the Property described in the Schedule being lost or damaged as the result of
  - a. theft (or attempted theft) involving entry to or exit from Premises by forcible and violent means
  - b. theft following assault or violence or threat thereof to the Insured any employee of the Insured or any other person lawfully in the Premises
2. the Premises sustaining damage for which the Insured are responsible as the result of theft involving entry or exit from the Premises by forcible and violent means or any attempt thereat

The Underwriters will by payment or at its option by repair, reinstatement or replacement indemnify the Insured in respect of such loss or damage

The liability of Underwriters during any one Period of Insurance shall not exceed in respect of

1. each item of the Property Insured the sum insured set against it and for all items the total sum insured.
2. damage to Premises the sum equivalent to make good such damage for which the Insured are responsible

## 2. Property Insured

### Contents

Contents the property of the Insured or held by them in trust for which they are responsible excluding landlords fixtures and fittings and stock and materials in trade and vehicles licensed for road use (and accessories thereon)

The definition of Contents is extended to include Computer Equipment for an amount not exceeding £2,500

The definition of Contents is extended to include Cups and Trophies loaned by the NAFBAE for which the Insured is responsible for an amount not exceeding £250 any one cup or trophy including whilst in the private residence of the Insured

### Stock

Stock and materials in trade the property of the Insured or held by them in trust for which they are responsible

### Miscellaneous

Miscellaneous and as specified in the descriptive column

## 3. Security of Premises

If this Insurance has been granted following a survey of your Premises it is important that you should not alter door or window fastenings and other security devices (except as may be provided in the Further Protection Clause if shown in the Schedule) without the written consent of Underwriters in your own interest please give early notification of proposed changes so that if necessary a further survey can be undertaken

## 4. Plan References

Plan References (if any) refer to plans and reports of the premises lodged with Underwriters

## 5. Changes in Tenancy

The Insured must advise Underwriters of all changes in tenancy or occupation within the Premises.

## Exclusions

This Section does not cover

### 1. Amount Excluded

The first £250 of each and every loss after the application of any condition of Average

### 2. Money Etc

Bills of exchange, promissory notes, cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, unused units in franking machines, National Savings stamps and Certificates, National Insurance stamps, Gift tokens, Customer redemption vouchers, VAT purchase receipts, Credit Company sales vouchers, credit card counterfoils, travellers tickets and insofar as such are not otherwise insured Holidays with pay stamps and Luncheon Vouchers

### 3. Property Excluded

Loss or damage

- a. to glass
- b. to property more specifically insured by or on behalf of the Insured

### 4. War Etc Risks

Loss destruction or damage occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

## 5. Nuclear Risks

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

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

## 6. Northern Ireland

Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i. Civil commotion
- ii. TERRORISM as defined under Material Damage Terrorism Exclusion Clause

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss destruction or damage is not covered by this Section the burden of proving that such loss destruction or damage is covered shall be upon the Insured

## 7. Clauses

### Average Clause

The sum insured by each item of this Section is declared to be separately subject to Average i.e. if such sum insured shall at the commencement of any loss or damage be less than the value of the property covered within such sum insured the amount payable by the Underwriters in respect of such loss or damage shall be proportionately reduced

### Contents

It is agreed that the term Contents is understood to include insofar as they are not otherwise insured

- a. Documents manuscripts and business books but only for the cost of the materials and clerical labour expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein)
- b. Computers systems records but only for the cost of the materials and clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein)
- c. Patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement
- d. Tenants improvements, alterations and decorations
- e. Directors, partners, customers, visitors and employees personal effects of every description (other than motor vehicles and Money) for an amount not exceeding £500 in respect of any one person

### Contract Price Clause

In respect only of goods sold but not delivered for which the Insured are responsible subject to a sale contract which following loss or damage is cancelled by reason of its conditions wholly or to the extent of the loss or damage the liability of the Underwriters shall be based on the contract price, for the purpose of this insurance the value of all goods to which this clause could apply in the event of loss or damage shall also be ascertained on this basis

### Designation Clause

For the purpose of determining where necessary the heading under which any property is Insured Underwriters agree to accept the designation under which such property has been entered in the Insured books

### Explosives

This section will (in addition to the total sum insured) indemnify the Insured in respect of damage to any property included in this Section directly or indirectly caused by or in consequence of the use of explosives on the occasion of any Theft (within the meaning of this Section) or any attempt thereat at the Premises but only insofar as the risk of explosion is not insured under any other policy effected by or on behalf of the Insured in respect of the same Property provided always that the limit of the Underwriters liability in any one Period of Insurance under this extension clause shall be £10,000 for each premises

### Glass

This Section extends to cover destruction of or damage to glass (where the Insured is responsible for its replacement) whether internal or external, plain or ornamental attached to or forming part of the Premises and the cost of boarding up the same resulting from Theft (within the meaning of this Section) or any attempt thereat but only if the said glass is not otherwise insured

It is understood that no liability in respect of destruction of or damage to such glass shall be insured unless the said destruction or damage is accompanied by and directly forms part of other loss or damage within the protection of this Section except where such destruction of or damage to glass is accepted by a Police Authority as prima facie evidence of Theft (within the meaning of this Section) or any attempt thereat

### **Special Conditions**

1. The liability of Underwriters for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
2. if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any loss or damage the liability of Underwriters shall not exceed that proportion of the amount of the loss or damage which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - a. Unless reinstatement commences and proceeds without unreasonable delay
  - b. Until the cost of reinstatement shall have been actually incurred
  - c. If the Property Insured at the time of its loss or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
4. All the terms and conditions of the Policy shall apply
  - a. In respect of any claim payable under the provisions of this memorandum except insofar as they are varied hereby
  - b. Where claims are payable as if this memorandum had not been incorporated

### **Reinstatement of the Sum Insured after Loss Clause**

In the event of loss the sum insured by this Section will automatically be reinstated from the date of the loss unless written notice is given to the contrary either by Underwriters or by the Insured

Provided always that in the event of reinstatement the Insured will

- a. Pay such necessary premiums as may be required for such reinstatement from the date of reinstatement
- b. Give effect forthwith to any additional protective devices for the further security of the Premises which Underwriters may reasonably require

### **Temporary Removal Clause**

- a. The property Insured by this Section (other than stock if insured) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain and Northern Ireland
- b. The liability of Underwriters under this extension in respect of each item of this Section for any loss or damage occurring elsewhere that at the within mentioned Premises shall not exceed 15% of the sum insured by the item
- c. This extension does not apply to property insofar as it is otherwise insured not as regards losses occurring elsewhere than at the Premises from which the Property is temporarily removed to motor vehicles and motor chassis licensed for normal road use
- d. All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

### **Temporary Removal of Documents Clause**

The insurance of deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description, computer system records and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the Insureds occupation and in transit all in Great Britain and Northern Ireland This extension does not apply to property insofar as it is otherwise insured

### **Theft of Keys Extension**

In the event of the keys of the Premises insured being stolen therefrom or from any private residence of any director, partner or employee authorised to hold such keys Underwriters will pay to the Insured an amount not exceeding £1,000 in any period of insurance for the replacement of equivalent locks

at the premises unless the Insured lives on the Premises. Keys to any safe or strongroom must not be left at the premises when closed for business

### **Special Conditions**

#### **1. Protective and Locking Devices**

It is a condition precedent to any liability on the part of Underwriters under this Section that all locks, bolts, bars, window fastenings and other protective and locking devices installed in the Premises be maintained and put into actual operation whenever the Premises are closed for business or left unattended

#### **2. Police Notification**

Immediately after the occurrence of any loss or damage occasioned by risks covered by this Section shall have come to the knowledge of the Insured they shall give notice to the police and take all practicable steps to cause the discovery and punishment of the guilty person or persons and to trace and recover the property lost

## Special Clauses

### Average Clause

1. if at the time of loss destruction or damage the Declared Value of the property covered by such item be less than the cost of reinstatement at the inception of the Period of Insurance then Underwriters liability for any loss destruction or damage shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
2. The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have not been payable had such property been wholly destroyed
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - a. unless reinstatement commences and proceeds without unreasonable delay
  - b. until the cost of reinstatement shall have been actually incurred
  - c. if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
4. All the terms and conditions of this policy shall apply
  - a. in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
  - b. where claims are payable as if this memorandum had not been incorporated except that the sum(s) insured shall be limited to 115% of the Declared Value(s)

## Special Conditions

### 1. Alarm Clause

It is a condition precedent to liability under this Section in respect of loss or damage by Theft from a building that is unoccupied overnight following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) The premises are protected by an Intruder Alarm System designed, installed and maintained to British Standard BS4737 or EN50131 including, where stipulated by Underwriters or the local Police Authority, Code of Practice DD243
- b) The intruder alarm installation and maintenance company must be both:
  - i) A member of an Alarm Inspectorate which is accredited by UKAS to EN 45011 or EN45012
  - And
  - ii) Accredited and operate a Quality Management System in accordance with EN ISO 9000
- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS4737 or EN50131, with the installing company or such other company as agreed with Underwriters  
Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000
- d) No alteration to or substitution of
  - i) any part of the Intruder Alarm System
  - ii) the maintenance contract
  - iii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - iv) the procedures agreed with the Underwriters for police or any other response to any activation of the Intruder Alarm Systembe made without the written agreement of Underwriters
- e) The Alarmed Premises shall not be left unattended without the agreement of Underwriters
  - i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
  - ii) if the police have withdrawn their response to alarm activations
- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended
- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre
- h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible
- i) In the event of the Insured receiving any notification
  - i. the police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - ii. from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - iii. that the Intruder Alarm System cannot be returned to or maintained in full working order

The Insured shall advise Underwriters as soon as possible and comply with any subsequent requirements stipulated by Underwriters

## **Definitions**

### **Intruder Alarm System**

The component parts including the means of communication used to transmit signals to the alarm- receiving centre

### **Alarmed Premises**

The Premises or those portions of the Premises protected by the Intruder Alarm System

### **Key Holder**

The Insured or any person or key holding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attend and allow access to the Premises

### **Premises**

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)



# EMPLOYERS LIABILITY

## **1. Definitions**

Wherever the following words and phrases appear in this Section they will always have these meanings

### **Injury**

Bodily harm death disease illness or nervous shock

### **Business**

The business stated in the Schedule conducted by the Insured at or from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man including

- a. The provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b. Private work undertaken with the prior consent of the Insured by Employee's for any director or senior official of the Insured
- c. The ownership maintenance and repair of the Insureds own property within such territories

### **Employees**

- a. Any person under a contract of service or apprenticeship with the Insured
- b. Any person who is hired to or borrowed by the Insured
- c. Any person engaged in connection with a work experience or training scheme
- d. Any labour master or person supplied by him
- e. Any person engaged by labour only sub-contractors
- f. Any self-employed person working on a labour only basis under the control or supervision of the Insured
- g. Any voluntary helper

While working for the Insured in connection with the Business

### **Terrotorial Limits**

- a. Anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than offshore
- b. Elsewhere in the world other than offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above

### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

## **2. Interpretation**

### **Additional Persons Insured**

- b. In the event of the death of any person entitled to indemnity under this Section Underwriters will indemnify in the terms of this Section the deceaseds legal person representatives but only in respect of liability incurred by such deceased person
- c. At the request of the Insured Underwriters will indemnify in the terms of this Section
  - a)
    - i) any principle in respect of liability arising out of the performance by the Insured of any agreement entered into ny the Insured with the principle to the extent required by such agreement
    - iii) any director of the Insured or Employee in respect of liability arising in connection with the Business provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured
  - b)
    - i) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
    - ii) any director or senior official of the Insured in respect of private work undertaken by an Employee for such director or senior official

provided that

  - i) each such person shall as though he were the Insured observe fulfil and be subject to the terms of this Section insofar as they can apply
  - ii) Underwriters shall retain the sole conduct and control of all claims

### **3. Indemnity**

Underwriters will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of injury sustained within the Territorial Limits during the Period of Insurance by an Employee arising out of his employment by the Insured in the course of the Business

#### **Limit of Indemnity**

The liability of Underwriters under this Section for damages, costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity

Costs and expenses shall be deemed to mean-

1. costs and expenses of claimants for which the Insured is legally liable
2. other costs and expenses incurred with the Underwriters written consent in respect of any claim which may be the subject of indemnity under this Section
3. Solicitors fees incurred with the Underwriters written consent for
  - d. defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in injury
  - e. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section
4. Legal costs and expenses incurred by the Insured and at the request of the Insured any director or Employee with Underwriters written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that
  - a. The procedures relate to the health safety or welfare of Employees
  - b. Underwriters will not indemnify the Insured in respect of
    - i) fines or penalties
    - ii) costs and expenses insured by any other policy

### **4. Exclusions**

#### **Radioactive Contamination**

So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Section will not apply to any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

#### **Vehicles**

This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

### **5. Extensions**

#### **Compensation for Court Attendance**

In the event of the undermentioned persons attending court as a witness at the request of Underwriters in connection with a claim in respect of which the Insured is entitled to indemnity under this Section Underwriters will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a. any director or partner of the Insured £100
- b. any Employee £50

#### **Unsatisfied Court Judgements**

In the event of injury to an Employee sustained during the Period of Insurance and arising out of his employment by the Insured in the course of the Business which results in a judgement for damages being obtained by such Employee or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement the Company will at the request of the Insured pay to the Employee or his personal representatives the amount of any such damages and awarded costs to the extent that they remain unsatisfied provided that

- a. the judgement for damages is obtained
  - i) in a court of law within Great Britain, Northern Ireland the Channel Islands or the Isle of Man
  - ii) against a company, partnership or individual other than the Insured conducting a business at or from premises within the territories described in a. i) above
- b. there is no appeal outstanding
- c. if any payment is made under the terms of this extension the Employee or the personal representative of the Employee shall assign the judgement to the Company

# PUBLIC AND PRODUCTS LIABILITY SECTION

## **1. Definitions**

Wherever the following words and phrases appear in this Section they will always have these meanings

### **Injury**

Bodily harm, death disease, illness or nervous shock

### **Business**

The business stated in the Schedule conducted by the Insured at or from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man including

- a. The provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b. Private work undertaken with the prior consent of the Insured by Employee's for any director or senior official of the Insured
- c. The ownership maintenance and repair of premises within such territories

### **Employees**

- d. Any person under a contract of service or apprenticeship with the Insured
- e. Any person who is hired to or borrowed by the Insured
- f. Any person engaged in connection with a work experience or training scheme
- g. Any labour master or person supplied by him
- h. Any person engaged by labour only sub-contractors
- i. Any self-employed person working on a labour only basis under the control or supervision of the Insured
- j. Any voluntary helper  
While working for the Insured in connection with the Business

### **Territorial Limits**

- a. Anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than offshore
- b. Elsewhere in the world other than offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above

### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

### **Products Supplied**

- a. Products including containers packaging or instructions sold or supplied
- b. Work services undertaken including goods or materials used  
By or on behalf of the Insured in the course of the Business

## **2. Interpretation**

### **Additional Persons Insured**

- a. In the event of the death of any person entitled to indemnity under this Section Underwriters will indemnify in the terms of this Section the deceaseds legal person representatives but only in respect of liability incurred by such deceased person
- b. At the request of the Insured Underwriters will indemnify in the terms of this Section
  - a) i) any principle in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principle to the extent required by such agreement  
iv) any director of the Insured or Employee in respect of liability arising in connection with the Business provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured
  - b) i) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such  
ii) any director or senior official of the Insured in respect of private work undertaken by an Employee for such director or senior official  
provided that
    - i) each such person shall as though he were the Insured observe fulfil and be subject to the terms of this Section insofar as they can apply
    - i) underwriters shall retain the sole conduct and control of all claims
    - ii) where Underwriters are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

## **Cross Liabilities**

If more than one Insured is referred to in the Schedule this Section shall apply to each one as if a separate policy had been issued to each (provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity)

## **Public Liability**

### **Indemnity**

Underwriters will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a. Injury to any person
- b. Loss of or damage to material property
- c. Nuisance or trespass, obstruction loss of amenities or interference with any right of way light air or water
- d. Wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

Occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business

### **Limit of Indemnity**

The liability of Underwriters for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity for Part 1

### **Costs**

Underwriters will in addition

Pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this part

Pay Solicitors fees incurred with its written consent for

- a. Defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
- b. Representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

Which may be the subject of indemnity under this part

Indemnify the Insured and at the request of the Insured any director or Employee in respect of legal costs and expenses incurred with Underwriters written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of Insurance under the Health and at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

- a. The procedures relate to the health safety or welfare of persons other than Employees
- b. Underwriters will not indemnify the Insured in respect of
  - i) fines or penalties
  - ii) costs and expenses insured by any other policy

### **Exclusions**

The indemnity will not apply to legal liability

#### **1. Aviation and Craft**

Arising out of

- a. Work in or on aircraft
- b. Work in or on airport or aerodrome, runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c. The ownership possession or use by or on behalf of the Insured of any
  - i. Aircraft
  - ii. Watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon)

#### **2. Vehicles**

Arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy

#### **3. Products Supplied**

In respect of injury or loss of or damage to property caused by or in connection with any Products Supplied which have ceased to be in the custody or control of the Insured other than food or drink provided as a service at the insured's premises to Employees or visitors

#### **4. Excess**

This policy shall not apply to the first £500 of each and every occurrence in respect of loss or damage to property

#### **5. Height Limit – 5 Metres**

The indemnity will not apply to liability arising out of or in connection with any work undertaken by any person at a height of more than 5 metres For the purpose of this endorsement such height shall be measured from the external ground level or in the case of work within a buildings or structure from the surface level on which the plant equipment or implement providing the means of access to the work is placed

### **Extensions To Public Liability**

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of Underwriter in connection with a claim in respect of which the Insured is entitled to indemnity under this Section Underwriters will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured £100
- b) any Employee £50

### **Rented Premises**

General Exclusion 2b) shall not apply to premises leased let rented hired or lent to the Insured provided that the indemnity will not apply to legal liability in respect of

- a. Loss or damage under agreement unless liability would have attached to the Insured in the absence of such agreement
- b. Loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured
- c. The first £250 of each and every occurrence of loss or damage caused otherwise than by fire or explosion

### **Defective Premises Act**

Legal liability in respect of Injury loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the Business and since disposed of by the Insured is included within the terms of the indemnity provided in Part 1 of this Section but indemnity will not apply if the Insured is entitled to indemnity under any other Insurance

### **Contingent Motor Liability**

Notwithstanding Exclusion 2 of Part 1 underwriters will indemnify the Insured in the terms of Part 1 against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by the Insured

The indemnity will not apply to legal liability

- a. In respect of loss of or damage to any such vehicle or to goods conveyed therein or thereon
- b. In respect of Injury loss or damage arising whilst such vehicle is being
  - i. Driven by the Insured
  - ii. Driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
  - iii. Used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isles of Man
- c. in respect of which the Insured is entitled to indemnity under any other insurance

### **Overseas Personal Liability**

Underwriters will indemnify the Insured and if the Insured so requests any director or partner of the Insured or any Employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isles of Man

The indemnity will not apply to legal liability

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

Subject otherwise to the terms Exclusions & Conditions of this Section

### **Injury to Horses (Care Custody and Control)**

This Section shall apply to horses provided that

- The horses are or have been worked upon by the Insured or any authorised Employee
- The liability of the Underwriter shall not exceed the limit of indemnity stated in the Schedule for injury to horses
- The Care, Custody & Control excess shall apply to this Extension as stated in the Schedule

Subject otherwise to the terms Exclusions & Conditions of this Section

## **Products Liability**

### **Indemnity**

The insured is indemnified by this section in accordance with the operative clause for and/or arising out of accidental injury and/or damage occurring during the period of insurance and arising out of or in connection with any products.

### **Limit of Indemnity**

The liability of the Underwriters for all damages payable as a result of all occurrences during any one Period of Insurance shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity.

### **Costs**

Underwriters will in addition

Pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Part

Pay Solicitors fees insured with its written consent for

- a. defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in injury
- b. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this part

Indemnify the Insured in respect of legal costs and expenses incurred with Underwriters written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that

- a. the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance
- b. Underwriters will not indemnify the insured in respect of
  - i) fines or penalties
  - ii) costs and expenses insured by any other policy

### **Exclusions**

The indemnity will not apply to legal liability

#### **1. Products under Insureds Control**

In respect of injury or loss of or damage to property caused by or in connection with a Products Supplied which are in the custody or control of the Insured

#### **2. Aviation Products**

In respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are for the use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft

#### **3. Export to USA or Canada**

In respect of Injury or loss of or damage to property caused by or in connection with any products Supplied which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada

### **General Exclusions & Limitations To Public/Products Liability**

#### **1. Injury to Employees**

In respect of Injury to any employee

#### **2. Property under Insureds Control**

In respect of loss or damage to

- a. Property belonging to the Insured
- b. Property which is leased let rented hired or lent to or which is the subject of a bailment to the Insured

#### **3. Rectification Costs**

- a. In respect of the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or unsuitability of such Products Supplied
- b. For any costs incurred in recalling or modifying and Products Supplied
- c. For the costs of remedying any defect or alleged defect in land or premises sold or disposed of by the Insured or for any reduction in the value thereof
- d. Arising out of any product which with the insured's knowledge which is intended for incorporation in the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- e. Arising from the failure of any Product to perform its intended function.

**4. Liability under Agreement**

assumed by the Insured under agreement unless the conduct and control of claims is vested in Underwriters but indemnity shall not in any event apply to

- a. liquidated damages fines or penalties
- b. legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the Insured in connection with any Products Supplied and which would not have attached in the absence of such warranty indemnity or guarantee

**5. War Risks**

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

**6. Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

**7. Professional Negligence**

Underwriters will not indemnify the Insured (including a partner or assistant of the Insured) against liability arising directly or indirectly in connection with

- a. The sale supply use or prescription of any anaesthetic
- b. Any treatment above the fetlock
- c. any professional advice given for a fee

**8. Pollution or Contamination**

- a) this Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- b) The liability of the Underwriter for all compensation payable under Parts 1 and 2 of this Section in respect of all Pollution and Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown in the Schedule to this Section as the Limit of Indemnity for part 1
- c) For the purpose of this Exclusion and Limitation Pollution or Contamination shall be deemed to mean
  - i) All pollution or Contamination of buildings or other such structures or of water or land or or the atmosphere and
  - ii) All loss or damage or injury directly or indirectly caused by such Pollution or Contamination

**9. USA and Canada**

In so far as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world

- a. The liability of Underwriters in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with Underwriters written consent shall not exceed the Limit of Indemnity
- b. The indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties

**10. Fire Precautions Condition**

It is a condition precedent to liability under this Section that in respect of use a way from the Insureds premises of blow lamps blow torches flame guns hot air guns electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion

**Blow lamps blow torches flame guns and hot air guns**

- i. The area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- ii. Suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- iii. Blow-lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- iv. Lighted blow lamps torches and flame guns not to be left unattended v. Hot air guns to be switched off when unattended
- vi. Upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work

### **Electric oxy-acetylene or other welding or cutting equipment and angle grinders**

- i. The area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- ii. All combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- iii. The Insured shall arrange for a Person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished
- iv. Suitable fire extinguishing appliances to be kept available for immediate use at the point of work
- v. Gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- vi. Upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph I) above

The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

### **11. Prior Knowledge**

Arising from circumstances known to the insured prior to the inception date of this insurance



# GOODS IN TRANSIT

## **1. Definitions**

Wherever the following words and phrases appear in this section they will always have these meanings

### **Any One Event**

Any one occurrence or series of occurrences attributable to one original cause

### **Enclosed Premises**

A locked building or a compound bounded on each side by a substantial wall fence or similar structure and having a locked gate

### **Excess**

The amount for which the insured is responsible as the first part of each claim

### **Property**

Goods and tools belonging to the insured or for which the insured is responsible relating to the business shown in the schedule to this section except for any goods specifically excluded by this section

### **Territorial Limits**

Anywhere including the sea crossings in or between England, Wales, Scotland, Northern Ireland the Channel Islands the Isle Of Man and Eire

### **Vehicle**

Motor vehicle, articulated vehicle, trailer, semi-trailer

### **Vehicle Sum Insured**

The maximum the Underwriters will pay in respect of property on any one vehicle

## **2. Indemnity**

Underwriters agree subject to the terms contained herein or endorsed hereon to indemnify the insured against

Loss or damage to property in transit within the territorial limits whilst carried by the means of conveyance shown in the schedule to this section

Cover commences when the property is lifted by the insured or the insureds employees immediately prior to loading and continues until the property is placed in position (excluding erection dismantling or installation) by the insured or the insureds employees at destination including loading and unloading

### **Expenses**

Underwriters will pay expenses reasonably incurred by the insured in

- a) the removal of debris and site clearance of property damaged whilst in transit from the immediate area of the site where the damage occurred
- b) transferring property to any other vehicle following fire, collision, overturning or impact of the conveying vehicle including carrying the property to original destination or to place of collection
- c) reloading onto the vehicle any property which has fallen from the vehicle
- d) resecuring the property where there is dangerous movement of the load in transit

### **Ropes and Sheets**

Underwriters will pay for loss or damage (excluding wear and tear) to tarpaulins sheets trailer curtains ropes chains webbing straps and packaging materials which belong to the insured or for which the insured is responsible whilst carried on any vehicle described in the schedule to this section

### **Reinstatement of Sum Insured**

Underwriters will automatically reinstate the vehicle Sum Insured shown in the schedule to this section from the date of any loss unless written notice to the contrary is given by the company the insured may be required to pay an extra premium and if the loss has resulted from theft the company may require the insured to fit additional protective devices to the vehicle

### **Temporary Vehicle Substitution**

If the insureds vehicles are individually specified in the schedule to this section Underwriters will insure property carried in any similar road vehicle subject to the section terms and security requirements when the insureds own vehicle is out of use undergoing repair maintenance

### **Temporary Cover for Fleet Additions**

If the insureds Vehicles are individually specified in the schedule to this section subject to the section terms Underwriters will insure property carried in any road vehicle the insured operates which is to be added on a permanent basis to the fleet but is not included in the schedule to this section provided that

- a) after fourteen days from the date the insured takes custody or control of the vehicle cover shall cease unless during this period terms have been mutually agreed between the company and the insured
- b) a vehicle sum insured of £2,000 will apply

### **Personal Effects**

In the event of the payment of a claim under this section for property will pay up to £100 for loss or damage to drivers personal effects (excluding wear and tear) whilst they are in vehicles operated by the insured but Underwriters will not pay for audio/visual/telecommunications equipment or clothing watches and jewellery whilst being worn

**The maximum Underwriters will pay under this section including any extensions for any one event shall be the amount shown in the schedule as the limit one event**

### **3. Extensions**

These only apply if shown in the schedule to this section

Reference number

#### **Travellers samples**

Underwriters agree to indemnify the insured against loss of or damage to travellers samples relating to the business shown in the schedule to this section

#### **Stock Room and Hotel**

Underwriters agree to indemnify the insured against loss of or damage to property or travellers samples whilst temporarily removed from the vehicle and kept in a store room hotel or private dwelling house provided that they remain in the custody and control of the insured or the insureds employees

#### **Livestock**

Underwriters will indemnify the insured against death loss of or injury to livestock whilst being loaded on to carried by or unloaded from any vehicle described in the schedule to this section anywhere in Great Britain by either

- a) fire or
- b) accidental means or
- c) theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp

#### **Additional conditions**

- i) any vehicle must be constructed specifically for the carriage of livestock
- ii) the loading and unloading operations must be done under adequate supervision and by means of a special constructed ramp

Underwriters will pay up to £500 for any one animal

The exclusion of living creatures in exception

2a) does not apply to livestock

#### **Property On Approval with Customers**

Underwriters agree to indemnify the insured against loss of or damage to property whilst on customers premises on approval excluding loss or damage whilst in use the company will pay up to

£20,000 under this extension for any one event

#### **Property on Demonstration**

Underwriters agree to indemnify the insured against loss of or damage to property whilst on any premises for demonstration including loss or damage during the demonstration its self

Underwriters will pay up to £20,000 under this extension for any one event

#### **Exhibitions**

Underwriters agree to indemnify the insured against loss of or damage to property and stands belonging to the insured for which the insured is responsible whilst at the exhibition

But excluding

- i) loss or damage due to atmospheric climatic or weather conditions of any kind or due to flood
- ii) loss or damage to machinery due to its own running or operation
- iii) breakage of china glass or scientific instruments or any other property of a brittle or fragile nature unless resulting from fire

#### **4. General Exclusions**

##### **These exclusions apply to the whole section**

1. this section does not cover any loss or damage to property directly or indirectly caused by or arising from
  - a) pressure waves caused by aircraft or other aerial devices
  - b) delay
2. this section does not cover
  - a) loss of or damage to money securities for money (which includes certificates of bond stock certificates bills of exchange or promissory notes) stamps watches precious stones jewellery bullion or loss of or injury to living creatures
  - b) any indirect of consequential loss
  - c) natural deterioration
  - d) the deterioration of property conveyed in frozen chilled or insulated conditions due to
    - i) faulty stowage
    - ii) incorrect setting or operation of the equipment
    - iii) variations in temperature unless directly caused by fire accident (but not breakdown) to the conveying vehicle theft or attempted theft
3. Loss destruction or damage occasioned by war or invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power
4. Loss or destruction or damage to any property whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly or contributed to by or arising from
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
5. Loss destruction or damage in Northern Ireland occasioned by or happening though in consequence directly or indirectly of
  - a) civil commotion
  - b) TERRORISM

For the purpose of this section TERRORISM shall mean that any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss destruction or damage is not covered by this section the burden of proving that such loss destruction or damage is covered shall be upon the insured

6. The maximum liability the company in respect of goods left in an unattended vehicle out of working hours shall not exceed £2,500 unless the vehicle is in a locked garage or has an alarm and an immobiliser in operation

#### **Special Conditions**

##### **1. The Insureds Duty Of Care**

The insured must take all reasonable care to prevent/minimise loss or damage to property if the vehicle(s) is/are left unattended the insured must ensure that all doors and the boot are securely locked and windows and other openings are securely closed

The insured must also take reasonable care when selecting employees

##### **2. Average**

If at the time of any loss or damage the total value of the property on the conveying vehicle to which the insurance relates shall exceed the sum insured in respect of such property of such vehicle then the insured shall be deemed his/her own insurer for the difference and shall bear a proportional share of the loss or damage accordingly this will be the amount that the vehicle sum insured bears as a proportion of the value of the property

##### **3. Notification of Claims**

In the event of any occurrence which may give reason to claim under this section the insured shall immediately

- a) give written notice with full particulars to the company
- b) forward to the company upon receipt every letter claim written or processed
- c) tell the police if there has been a theft attempted theft or criminal damage

#### **4. Special Clauses**

Only inforce if shown in the schedule to this section

Reference Letter

##### **A. Overnight Theft Restriction**

This section does not cover theft or attempted theft from any unattended vehicle between 9 pm and 6am unless it is secured at all points of access and is garaged within enclosed premises which are securely locked or have a watch man in constant attendance it will be up to the insured to prove that any theft or attempted theft occurred before 9pm or after 6am

##### **B. Forceable Entry To Vehicle Restriction**

This section does not cover theft or attempted theft from any unattended vehicle unless there are outward signs of forced entry to the vehicle

##### **C. Immobiliser Requirement**

The insured must ensure that all vehicles are fitted with a key operated immobiliser approved by Underwriters and that whenever that vehicle is left unattended the immobiliser is put in to operation

##### **D. Alarm Requirement**

The insured must have all vehicles fitted with a n alarm system approved by the company the alarm system must always be switched on and operational when the vehicles are left unattended the insured must have the alarm system regularly serviced and maintained by a qualified person approved by Underwriters the insured must not make any alternatives without the company agreements

##### **E. Exclusion Of Overnight Theft Cover**

This section does not cover theft or attempted theft from any unattended vehicle between 9pm and 6am it will be up to the insured that any theft or attempted theft occurred before 9pm and after 6am

South Essex House, North Road, South Ockendon, Essex RM15 5BE

**Call 01708 850000**

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