

# Funeral Directors Business Insurance

POLICY DOCUMENT

INSURANCE PROVIDED BY



INSURANCE ARRANGED BY



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# Introduction

## Claims enquiries

### Notice of claims should be given to:

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

Tel: **01708 850000**

Fax: **01708 851520**

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

Alternatively you can contact Ecclesiastical where new claims can be reported 24 hours a day, seven days a week

Call us on **0345 603 8381**

The action to be taken in the event of an incident which may give rise to a claim is shown in the Claims conditions.

## Emergency glass replacement helpline

# 0345 600 0148

If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.

If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.

If the glass is not insured you will be solely responsible for the entire cost of repairs.

### This helpline is manned 24 hours a day 365 days a year.

When telephoning please make sure that you are able to give your policy number. This can be found on the policy schedule.

## How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We 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, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our 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 us.

### Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

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

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

### Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy) or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com).

### Policy information

**Please read this policy carefully to ensure it meets your requirements.**

### The policy consists of

**This policy document which contains:**

The general policy Insuring clause, Definitions, Exclusions, Conditions and Requirements.

Individual sections as shown in the table of contents, each setting out the terms relating to that section and the definitions used specifically in that section. All the sections available are shown but you must check your policy schedule (see below) to see which sections are included in your policy.

### The policy schedule

This shows those things that are individual to your insurance eg the identity of the insured, the business being covered, the period of insurance, the sections in force, the covers you have chosen to include, the limits that apply and any special clauses. We will send an updated schedule at each annual renewal date and when changes are requested by you or made by us.

At renewal we may send you a further document called 'Updates to your Policy' – which shows changes to the policy document applicable to this type of contract. Please retain these 'Updates to your Policy' notices, plus the latest schedule, with your policy document.

# General definitions

Each time any of the following words or phrases appear in this document in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below unless more specifically defined under each individual policy section

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

***Business***

means the business of the ***Insured*** as stated in the schedule

***Company/we/our/us***

means Ecclesiastical Insurance Office plc

***Condition precedent to liability***

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***

***Damage***

means physical loss destruction or damage

***Excess***

means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

***Geographical limits***

means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

***Insured/you/your***

means the Insured shown in the schedule

***Premises***

means that part of the premises at the addresses shown in the schedule owned or occupied by ***you*** in connection with the ***business***

***Unoccupied***

means unoccupied or untenanted or not in use

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## Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium ***we*** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with ***your business*** during the period of insurance or any subsequent period for which ***we*** agree to accept a renewal premium

# General exclusions

## This policy does not cover

### 1 Excess

any **excess** shown in the schedule

### 2 Other insurances

property more specifically insured under another policy

### 3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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  
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
- (e) any chemical biological bio-chemical or electromagnetic weapon

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

This exclusion does not apply to

- (i) Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement
- (ii) the Personal accident section

### 4 War risks

Loss or damage directly or indirectly occasioned by happening through or in 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

This exclusion does not apply to Cover 1 of the Liabilities section

### 5 Sonic bangs

**damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

### 6 Date recognition

any consequential or other loss costs and expenses and any legal liability accidental bodily injury or **damage** to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**

- (a) correctly to recognise any date as its true calendar date
- (b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**

### Definitions specific to this exclusion

#### Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

#### Defined peril

means any of the insured events specified in any section(s) of this policy insuring property excepting

- (a) the Equipment breakdown section
- (b) accidental loss destruction or damage and
- (c) causes excluded from these insured events

This exclusion does not apply to the assault extension of the Money section and the Personal accident section

## 7 Terrorism

### Definitions specific to this exclusion

#### Act of terrorism

In respect of

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

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

- (b) **all other instances**

means an act including but not limited to the use of force or violence and/or the 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 to put the public or any section of the public in fear

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance also excludes loss 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 any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

This exclusion does not apply to the following sections: Liabilities Personal accident and Terrorism

# General conditions

## 1 Policy voidable

**You** must ensure that a fair presentation of the risks to be insured is made to **us**

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance **we** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium  
The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation description and disclosure been made
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made  
**We** may apply these additional terms to **your** policy with effect from inception

## 2 Reasonable care

It is a **condition precedent to liability** that **you** shall take all reasonable precautions to prevent **damage** accident illness and disease and shall exercise reasonable care in ensuring that all statutory and other obligations and regulations are duly observed and complied with and shall maintain the **premises** and works machinery and plant in sound condition

## 3 Unoccupied buildings

It is a **condition precedent to liability** that when a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied **you** must tell **us** as soon as is reasonably possible

Upon any alteration as described above **we** shall be entitled to cancel the policy or impose special terms or charge an additional premium but in any event from the time of alteration until **we** advise **you** of **our** decision the insurance by the Property damage section in respect of any **unoccupied** building is restricted to Insured event 1 (Fire lightning and explosion) and Insured event 2 (Aircraft)

## 4 Designation

For the purpose of determining where necessary the heading under which any property is insured **we** agree to accept the designation under which such property has been entered in to **your** books

## 5 Contracts – (Rights of Third Parties)

A person or company who is 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

## 6 Alteration of risk

If after the commencement of the insurance there is any alteration of the risk

- (a) whereby the risk of **damage** accident or liability is increased
- (b) whereby the **premises** are undergoing major structural alterations or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs alterations and general maintenance not involving external scaffolding)

- (c) whereby **your** interest ceases except by will or operation of law
- (d) whereby an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement
- (e) by any other material change in use of the **premises**

**you** must give notice to **us** as soon as is reasonably possible

Upon any alteration as described above **we** shall be entitled to cancel the policy from the date of such alteration or impose special terms or charge an additional premium

## 7 Multiple insurances

### (a) All sections except those detailed separately below

If at the time any claim arises under this policy there are any other insurances in force covering the same **damage** or liability **we** shall not be liable for more than **our** rateable proportion and if such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance

### (b) Equipment breakdown Liabilities and Money sections apart from the assault extension

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

### (c) Personal accident and assault extension of the Money section

Irrespective of the number of policies issued by **us** which provide cover to

an insured person **we** shall not pay personal accident benefits under more than one policy for any one occurrence

The policy which provides the greatest benefit shall apply

## 8 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
  - (b) recover any payments already made by **us** in respect of the claim
  - (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date
- If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address

## 9 Arbitration

If any difference shall arise as to the amounts that should be paid under this policy (liability being otherwise admitted) such difference shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an arbitrator agreed to in writing by the parties or if the parties cannot agree
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party after a seven day written notice by one party to the other requiring an agreement

**You** must not take legal action against **us** over the dispute before the arbitrator has reached a decision

## 10 Cancellation

### (i) **Your right to cancel the policy**

**You** may cancel the policy provided that **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period provided this exceeds £10

If **you** have made a claim then the full annual premium is due

### (ii) **Our right to cancel**

In circumstances other than in the Policy voidable Alteration of risk and Fraudulent claims conditions **we** may cancel the policy or any section of it by sending seven days' notice by special delivery to **you** at **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover

## 11 Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within thirty days from the expiry of each period of insurance furnish to **us** such information as **we** may require and the premium for such period shall be adjusted and the difference paid by or allowed to **you** subject to any minimum premium

## 12 Sanctions

**We** shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

If any such sanction prohibition or restriction takes effect during the period of insurance **you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

## 13 Assignment

**You** shall not assign any of the rights or benefits under this policy 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 or any section of this policy

## 14 Law applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

# Claims conditions

## Your duties

When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall

### 1 All sections

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) inform the Police as soon as is reasonably possible if the **damage** is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- (c) notify **us** as soon as **you** become aware
- (d) at **our** request and at **our** expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **we** shall be or would become entitled or subrogated upon our paying for or making good any **damage** under this policy whether such acts and things shall be or become necessary or required before or after any indemnification by **us**

### 2 Property damage Property damage plus Equipment breakdown Money and Goods in transit sections

excluding the Money assault extension

- (a) within 30 days or such further time as **we** may in writing allow deliver to **us** a written claim providing at **your** own expense all details proofs and information regarding the cause and amount of the **damage** as **we** may reasonably require together with details of any other insurances on any property insured by this policy and (if demanded) a statutory

declaration of the truth of the claim and of any related matters

- (b) if **we** elect or become bound to reinstate or replace any property produce at **your** own expense and give to **us** all such plans documents and information as **we** may reasonably require

However **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 of the items insured more than the sum insured

### 3 Business interruption section

within 30 days after the expiry of the indemnity period or within such further time as **we** may in writing allow at **your** own expense deliver to **us** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **damage** or resulting business interruption

**You** shall at **your** own expense also provide **us** with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by **us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matters

#### 4 Liabilities section

- (a) not make nor allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (b) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or fatal injury inquiry in connection with that event

#### 5 Personal accident section and assault extension of the Money section

- (a) at **your** own expense provide all certificates information and evidence as required by and in the form prescribed by **us**
- (b) arrange for the insured person to undergo medical examination by the **Company's** medical practitioner as often as required at **our** expense

### Our rights

#### 1 All sections except those detailed separately below

- (a) **We** may start take over defend and conduct any legal action in **your** name or prosecute in **your** name for **our** benefit any claim for indemnity or damages and shall have full discretion in the conduct and settlement of any such action
- (b) **We** may enter any building where **damage** has occurred and take possession of the building and take and keep possession of any property insured by this policy but **you** may not abandon property to **us**

This policy shall be proof that **you** have given **us** authority to exercise **our** rights under this condition

#### 2 Liabilities section

**We** may at any time pay to **you** the limit of indemnity

- (a) in the case of Employers' Liability or Prosecution Defence Cost claims after deduction of any sum or sums already paid or incurred
- (b) in the case of Public and Products Liability claims after deduction of any sum or sums already paid or incurred as damages

or any less amount for which at **our** discretion any claim or claims can be settled and **we** will then relinquish control of any such claim and be under no further liability except that in respect of any Public and Products Liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **we** will also pay any legal costs incurred prior to the date of such payment

#### 3 Personal accident section and assault extension of the Money section

**We** shall in the event of death of any insured person be entitled to have a post mortem at **our** expense

# Security and inspection requirements

## 1 Protection condition

It is a **condition precedent to liability** in respect of **damage** at or to the **premises** caused by theft or attempted theft that all locks bolts and other protective devices (except intruder alarms) fitted to the **premises** be brought into use whenever the **premises** are closed for business and are not attended by **you** or an authorised employee for the purpose of the **business**

## 2 Intruder alarm condition

applicable only if shown  
as operative in the schedule

In respect of **damage** due to or arising from theft or attempted theft at the **premises** it is a **condition precedent to liability** under this policy that an **intruder alarm system** is installed at the **premises** and that

- (a) the **intruder alarm system** shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent
- (b) the **intruder alarm system** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the **intruder alarm system** or its signalling shall be given to the maintenance contractor
- (c) the **intruder alarm system** shall be tested and set whenever the alarmed portion of the **premises** is closed for business and is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times

- (d) all keys including duplicate keys and notes of combination locks/electronic pass codes letters and numbers relative to the **intruder alarm system** shall be removed from the buildings of the **premises** whenever they are closed for business and are left unattended provided that at such times if part of the **premises** is occupied residentially by **you** or an authorised employee the said keys shall be removed from the **business** portion of the **premises** to the part occupied residentially
- (e) immediate advice shall be given to **us** of any notice from the Police or a security organisation that **intruder alarm system** signals may be or will be disregarded
- (f) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the alarm company and police authorities
- (g) in the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a **keyholder** shall attend the **premises** as soon as is reasonably possible

### Definitions specific to this condition

#### **Intruder alarm system**

means the component parts including the means of communication used to transmit signals

#### **Keyholder(s)**

means **you** or any person or keyholding company authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system** and attend and allow access to the **premises**

## 3 Electric wiring condition

It is a **condition precedent to liability** in respect of **damage** caused by fire or explosion that electric wiring in all commercial properties insured by this policy is checked by a qualified electrician at intervals of no more than 5 years

# 1 Property damage

**The schedule will show if this section applies and the cover in force**

## Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

### **Buildings**

means the buildings of the **premises** including landlord's fixtures and fittings outbuildings walls gates and fences piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility yards car parks roads and pavements storage tanks swimming pools and associated apparatus

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients and exclude land piers jetties bridges culverts and excavations

### **Contents**

means business equipment computers plant machinery furniture fixtures and fittings and all other contents all belonging to **you** or for which **you** are legally responsible and contained in the **buildings** and elsewhere as stated in this policy and the schedule including

- (1) the cost of materials labour and computer time in reproducing
  - (a) documents manuscripts and business books
  - (b) patterns models moulds plans and designs
  - (c) computer systems records for an amount not exceeding 5%

of the sum insured by the item on contents

but not any cost in connection with producing information to be recorded or for the value to **you** of the information contained therein

- (2) the personal belongings of the following persons whilst contained in the **premises** in so far as they are not otherwise insured
  - (a) directors and employees for an amount not exceeding £5,000 per person
  - (b) visitors for an amount not exceeding £1,000 per person

Personal money is also insured up to £100 per person

For this purpose 'personal belongings' means personal articles worn used or carried about the person excluding bankers' cards, credit cards and debit cards and any belongings otherwise insured

Contents excludes

- (i) **stock**
- (ii) landlord's fixtures and fittings
- (iii) cash or money instruments of any description whether negotiable or non-negotiable
- (iv) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (v) any living creatures trees shrubs plants or other vegetation
- (vi) explosives
- (vii) any other property more specifically insured

### **Declared value(s)**

means the value declared by **you** at the start of each period of insurance for the reinstatement of each **item insured** without any provision for inflation

### **Insured event(s)**

means any insurable event set out as included in the schedule to this policy

**Items insured**

means the items insured as set out in the Property damage section of the schedule to this policy

**Stock**

means stock and materials in trade and work in progress **your** property or held by **you** in trust or on commission for which **you** are responsible in the **buildings** and elsewhere as stated in this policy and the schedule

**Tenant's improvements**

means improvements and decorations at the **premises** which are **your** property or for which **you** are responsible

**Cover**

**We** will indemnify **you** (by payment up to the value of the **items insured** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **items insured** by any **insured event** happening during the period of insurance

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

**Insurable events****1 Fire lightning and explosion****Fire**

(whether resulting from explosion or otherwise) not occasioned by or happening through

- (a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
- (b) earthquake subterranean fire riot civil commotion

**Lightning****Explosion**

excluding

- (a) **damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
- (b) **damage** by fire resulting from explosion
- (c) **damage** consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

**2 Aircraft**

Aircraft and other aerial devices or articles dropped from them

**3 Riot**

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances excluding

- (a) **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
- (b) **damage** resulting from cessation of work
- (c) **damage** occurring in Northern Ireland

**4 Malicious persons**

Malicious persons not acting on behalf of or in connection with any political organisation excluding

- (a) **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
- (b) **damage** resulting from cessation of work
- (c) **damage** occurring in Northern Ireland
- (d) **damage** by theft or attempted theft or by risks described in the insurable event of fire lightning and explosion

## 5 Earthquake

## 6 Subterranean fire

## 7 Storm

excluding

- (a) **damage** by
  - (i) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
  - (ii) inundation from the sea whether resulting from storm or otherwise
- (b) **damage** attributable solely to change in the water table level
- (c) **damage** by frost subsidence or landslide
- (d) **damage** to fences gates and moveable property in the open

## 8 Flood

Flood caused by

- (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks apparatus or pipes) or lake reservoir canal or dam
- (b) inundation from the sea

but excluding

- (i) **damage** attributable solely to change in the water table level
- (ii) **damage** by frost subsidence or landslide
- (iii) **damage** to fences gates and moveable property in the open

## 9 Escape of water

Escape of water from any tank apparatus or pipe including **damage** to any water tank apparatus or pipe itself caused by freezing of water excluding **damage** by water discharged or leaking from an installation of automatic sprinklers

## 10 Impact

Impact with the property insured by any road vehicle or animal

## 11 Falling trees

Falling trees other than as a result of felling lopping or topping

## 12 Falling aerials

Breakage or collapse of television and radio receiving aerials aerial fittings and masts

## 13 Escape of oil

Escape of oil from any fixed oil-fired heating installation or storage tank including resultant loss of oil

## 14 Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the **premises** not caused by explosion earthquake subterranean fire or heat caused by fire

## 15 Accidental damage

Any other accidental **damage** excluding

- (a) **damage** which is specifically included or excluded elsewhere under this section
- (b) **damage** to the property insured caused by or consisting of inherent vice latent defect gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded

- (c) **damage** caused by or consisting of corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish
- (d) **damage** consisting of
  - (i) joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (e) **damage** caused by or consisting of
  - (i) acts of fraud or dishonesty
  - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (f) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (g) **damage**
  - (i) to a building or structure caused by its own collapse or cracking
  - (ii) in respect of moveable property in the open fences and gates by wind rain hail sleet snow or dust
  - (iii) to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair

## 16 Subsidence

Subsidence heave or landslip of the site on which the **premises** stand excluding **damage**

- (a) attributable solely to change in the water table level
- (b) to boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks and swimming pools unless also resulting in **damage** to a building insured under this policy
- (c) caused by or consisting of
  - (i) the normal settlement or bedding-down of new structures
  - (ii) the settlement or movement of made-up ground
  - (iii) coastal or river erosion
- (d) caused by defective design or workmanship or the use of defective materials
- (e) caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (f) which originated prior to the inception of cover
- (g) resulting from
  - (i) demolition construction structural alteration or repair of any property
  - (ii) groundworks or excavation at the same **premises**

### Special condition applicable to this insurable event

**You** shall notify **us** as soon as **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

**We** shall then have the right to vary these terms or cancel this cover

## 17 Theft or attempted theft

Theft or attempted theft

- (a) involving entry to or exit from the buildings of the **premises** by forcible and violent means (in respect of employees' personal belongings theft does not have to involve forcible and violent means)
- (b) following actual or threatened assault or violence

but excluding **damage** to the **buildings** as the result of theft or attempted theft

## 18 Glass and sanitary fixtures

Accidental breakage of any part of the exterior and interior glass sanitary fixtures or signs including the reasonable cost of

- (a) repairs to framework following breakage of the insured glass
- (b) necessary boarding-up pending replacement of the insured glass
- (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units
- (d) replacing any lettering painting or alarm foil on such glass
- (e) the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of glass
- (f) accidental **damage** to **items insured** caused by breakage of glass in display windows

but excluding

- (i) **damage** to glass sanitary fixtures or signs already damaged at the commencement of the insurance
- (ii) disfiguration or **damage** to glass not extending through the entire thickness of the glass
- (iii) breakage of glass while not fixed
- (iv) breakage occasioned by or traceable to alterations to the **premises** or in the glass whereby the risk of breakage is increased

- (v) **damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time
- (vi) **damage** which is specifically mentioned elsewhere under this section

## Extensions

The insurance by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Cover paragraph to this section

### 1 Non-invalidation

The cover by this section shall not be invalidated by any act or omission or any alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that on becoming aware of this **you** give notice to **us** as soon as is reasonably possible and pay an additional premium if required

### 2 Reinstatement of sum insured

not applicable to any Limits in the extensions to this section

In consideration of **your** agreement to pay such additional premium as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred

Provided that

- (a) **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured
- (b) in respect of **damage** by theft or attempted theft reinstatement will only apply subject to **you** completing any improvements to the security precautions at the **premises** that **we** may require and in any event

reinstatement following theft or attempted theft will apply only once during each period of insurance

### 3 Fees

If the **buildings** are insured architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** by an **insured event** but not for preparing any claim it being understood that the amount payable for such **damage** and fees shall not exceed in the aggregate the sum insured by each item

### 4 Removal of debris

Costs and expenses necessarily incurred by **you** with **our** consent in

- removing debris
- dismantling and/or demolishing
- shoring up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by any **insured event** it being understood that the amount payable for such **damage** and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the sum insured by each item

**We** will also pay the costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the **premises**

Provided that

- the trees have fallen as a result of an **insured event**
- the buildings of the **premises** are damaged by the same **insured event** occurring at the same time and a claim for this **damage** has been admitted by **us**

**We** will not pay for any costs or expenses

- incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- arising from pollution or contamination of property not insured by this policy

### 5 European Union and Public Authorities (including undamaged portions)

If the **buildings** are insured such additional cost of reinstatement of the destroyed or damaged property and undamaged portions of the damaged property as may be incurred solely by reason of the necessity to comply with the stipulations of

- European Union legislation or
- building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (hereinafter referred to as 'the Stipulations')

excluding

- the cost incurred in complying with the Stipulations
  - in respect of **damage** occurring prior to the granting of this extension
  - in respect of **damage** not insured by this policy
  - under which notice has been served upon **you** prior to the happening of the **damage**
  - for which there is an existing requirement which has to be implemented within a given period
- the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

## Special conditions applicable to this extension

- 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 **we** may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being thereby increased
- 2 If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3 The total amount recoverable under any item of the policy under this extension shall not exceed
  - (a) 15% of its sum insured
  - (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **we** would have been liable had the property insured by the item at the premises where **damage** has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the policy shall not exceed its sum insured
- 5 All the terms of this policy except in so far as they may be expressly varied shall apply as if they had been incorporated herein

### 6 Capital additions

The cover provided by this extension increases the sums insured that apply but only to the extent stated

Under the **buildings** and **contents** items

- (a) alterations and additions to the property insured but not in respect of any appreciation in value
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits**

Provided that

- (1) at any one situation this cover shall not exceed £500,000 in respect of both **buildings** and **contents**
- (2) **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from inception of the cover

### 7 Spontaneous heating

**Damage** to coal coke or wood blocks by their own spontaneous fermentation heating or combustion

### 8 Emergency services damage to the grounds

**Damage** caused by the emergency services to the grounds of the **premises** for which **you** are responsible

Limit

£10,000 any one claim

### 9 Metered water

The additional metered water charges incurred by **you** arising from escape of water following **damage** to the water or heating systems located in or serving the **premises** provided **we** have accepted a claim for such **damage** to the system under this policy

Limit

£10,000 in any one period of insurance

## 10 Sale of building

If the **buildings** are insured the interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that

- (a) the **building** is not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the policy

## 11 Temporary removal

- (a) **Contents** are covered for the **insured events** while temporarily removed for cleaning renovation repair or other similar purpose to any other premises and in transit between such locations in the **geographical limits**
- (b) **Contents** are covered for the **insured events** anywhere in the **geographical limits** whilst such **contents** are in **your** custody or the custody of **your** directors partners or employees or at the home of any such persons but excluding **contents** removed for the purposes stated in (a) above  
Limit  
£5,000 any one claim
- (c) (i) Deeds and other documents manuscripts plans writings of every description and books  
(ii) Computer systems records whilst temporarily removed to a premises in the **geographical limits** which is not in **your** occupancy and whilst in transit to and from such location for an amount not exceeding 10% of the relevant **contents** sum insured excluding items removed for the purposes stated in (a) and (b)

Extensions (a) (b) and (c) exclude property if and so far as it is otherwise insured

For the purpose of this extension the insurable event of Theft or attempted theft applies to any premises

## 12 Damage to the buildings by theft

only applicable if the insurable event of Theft or attempted theft is operative

The insurance extends to include

- (a) If **buildings** are insured repairs to the **buildings** following theft of the fabric of the **buildings** excluding external metal up to £15,000 in any one period of insurance
- (b) If **buildings** are insured repairs to the **buildings** following theft of external metal up to £15,000 in any one period of insurance
- (c) If **contents** are insured **damage** to the **buildings** caused by theft or attempted theft of **contents** for an amount not exceeding £100,000 in any one period of insurance
- (d) **Damage** to property insured directly caused as a result of the entry of rainwater following the theft of the fabric of the **buildings** including external metal up to £5,000 in any one period of insurance

This extension does not apply when scaffolding is erected at the premises unless we have agreed in writing to continue cover

## 13 Theft of keys

only applicable if the insurable event of Theft or attempted theft is operative

If **contents** are insured the reasonable cost necessarily incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** following the loss of keys by theft

Limit  
£2,500 any one period of insurance

## 14 Property in the open

If the **contents** are insured **damage** to the following property by the **insured events**

- (a) floodlighting external lighting and security equipment fixed to the buildings or in the grounds of the **premises**
- (b) groundsmen's equipment while in the open grounds of the **premises** provided that any mechanically or electrically driven equipment is immobilised when not in use  
Limit  
£5,000 any one period of insurance
- (c) fixed or unfixed equipment monuments memorials statues garden decorations and ornaments in the grounds of the **premises** (other than provided by (a) and (b) above)  
Limit  
£15,000 any one claim
- (d) signage positioned outside but in the immediate vicinity of the **premises**  
Limit  
£5,000 any one claim

For the purpose of this extension

- (i) the insurable event of Theft or attempted theft includes theft or attempted theft not involving forcible and violent entry
- (ii) the exclusion under the insurable events of Storm and Flood relating to moveable property in the open does not apply

## 15 Hired-in property

**Damage** by an **insured event** to **contents** hired-in for the purposes of the **business** for which **you** are responsible

Limit

10% of the **contents** sum insured any one period of insurance

## 16 Freezer contents

If **contents** are insured **damage** to the contents of chill or deep freeze food units as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes

In addition **we** will pay if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Excluding

- (a) **damage** caused by the deliberate act of any electricity or gas supply authority in withholding or restricting supply
- (b) **damage** arising from the breakdown or malfunction of any unit which is over seven years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract (this exclusion does not apply to equipment incorporating a hermetically sealed refrigeration unit)
- (c) **damage** caused by **your** wilful act or neglect

Limit

£2,500 for the contents of any unit and £10,000 in total any one period of insurance

## 17 Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of water or oil at the **premises** and in subsequent repair of the **damage** caused by locating the source

Limit

£50,000 any one claim

## 18 Underground pipes and cables

Accidental **damage** to underground pipes and cables where the **buildings** are insured by this section or where **you** are liable for repairs as tenant

## 19 Clearing of drains

The reasonable costs incurred by **you** for clearing or repairing drains gutters sewers and the like for which **you** are responsible incurred as a direct result of **damage** caused by an **insured event**

## 20 Extinguisher and alarm re-setting expenses

The reasonable costs incurred by **you** in refilling fire extinguishing appliances replacing sprinkler heads and re-setting fire or intruder alarm systems solely in consequence of their activation following an **insured event**

## 21 Discharge of oil

Costs and expenses necessarily incurred by **you** with **our** consent to decontaminate the grounds of the **premises** following accidental discharge of oil from any oil fired heating appliance or storage tank

Limit  
£5,000 any one claim

## 22 Contract Price

In respect only of goods sold but not delivered for which **you** are responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of any **damage our** liability shall be based on the contract price

For the purpose of the Underinsurance clause the value of all goods to which this extension is applicable shall in the event of **damage** be ascertained on the same basis

## 23 Items insured whilst at exhibitions

**Items insured** whilst at any indoor exhibition including whilst in transit thereto or therefrom or in any building used for storage purposes within the **geographical limits**

Limit  
£10,000 any one claim

## 24 Personal effects of deceased

Personal effects for which **you** are responsible of any deceased person in **your** custody excluding property otherwise insured

Limit  
£15,000 any one claim

## 25 Private residences (Temporary accommodation)

The cover provided by this extension increases the sums insured that apply but only to the extent stated

If any private dwelling house or private flat (described as such in the schedule) cannot be lived in following **damage** insured by this section (or in the case of a private flat if the resident is denied access to it by an **insured event** elsewhere within the building) **we** will pay for the reasonable and necessary additional costs that **you** are liable for in respect of the following

- (a) residents' temporary accommodation and storage of furniture
- (b) kennel accommodation for residents' domestic cat(s) and dog(s)
- (c) travelling expenses until the private dwelling house or private flat is fit to live in again or until access is restored

Limit  
20% of the sum insured on the building in respect of private dwelling houses  
20% of the sum produced by dividing the buildings sum insured by the number of flats in respect of each private flat

### Minor building works endorsement

This endorsement is only in force if **you** have notified **us** and is shown as operative in the schedule

#### Explanatory notes (not forming part of the policy)

1. If you have decided not to include the Terrorism section under this policy then the full insurance requirements of the building contract may not be met. We may be able to extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties.
2. Please remember that if your policy is not renewed with us there will be no cover for the building works if they should continue beyond the period of cover.

The cover provided by this extension increases the sums insured that apply but only to the extent stated

#### Definitions specific to this endorsement

##### **Contract(s)**

means any contract or contracts with **you** as an employer for the repair alteration or extension of the **buildings**

##### **Contractor(s)**

shall have the meaning attached to them in the **contract**

##### **Specified perils**

means fire lightning explosion storm tempest flood escape of water from any water tanks apparatus or pipes aircraft and other aerial devices or articles dropped from them riot civil commotion or earthquake

### Cover

This section extends to cover **your** insurance obligations under Clause 5.4b of the 2007 JCT Minor Works Building contract in respect of repairs alterations and/or extensions to existing building structures (or any similar contract with **our** agreement)

**Our** liability under this endorsement for any one **contract** or series of **contracts** relating to any one project at the **premises** shall not exceed £100,000

For the purposes of this endorsement and for the period of the **contract** the insurance for

- (a) the existing structures and
- (b) any **contents** for which **you** are responsible and the works and unfixed materials and goods intended for incorporation in the works

is considered to be in the joint names of **you** and the **contractor** but only in respect of **damage** by any **specified perils you** are obliged to insure against under the terms of the **contract** and provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

### Off-site storage

Cover extends to include materials or goods designated to be included in the contract works whilst temporarily held in store away from the contract site but not while they are being worked upon

#### Limit

£7,500 any one storage site

#### Exclusions applicable to this endorsement

**We** shall not be liable for

- (a) the first £250 of each and every claim under this endorsement
- (b) builder's plant tools and equipment
- (c) **damage** by any event which **you** are not obliged to insure against under the terms of the **contract**

- (d) **damage** to any property which already existed at the time of the commencement of the **contract**
- (e) penalties under the **contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this endorsement

## Conditions

### 1 Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

Subject to the following special conditions the basis upon which the amount payable is to be calculated shall be the reinstatement of the property lost destroyed or damaged. For this purpose 'reinstatement' means

- (a) the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
  - (i) in any manner suitable to **your** requirements
  - (ii) upon another site
- (b) the repair or restoration of property damaged

in the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

### Special conditions applicable to this condition

- 1 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 condition exceeds its sum insured at the commencement of any **damage our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured adjusted for index linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 **Our** liability 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
- 3 No payment beyond the amount which would have been payable in the absence of this condition 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 **damage** shall be insured by any other insurance effected by **you** or on **your** behalf 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 this condition except in so far as they are varied hereby
  - (b) where claims are payable as if this condition had not been incorporated

## 2 Index-linking

The **declared value** of each **item insured** under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

## 3 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each item is subject to the following condition of underinsurance

If the property insured by any item of this section shall at the commencement of any **damage** to such property be collectively of greater value than such sum insured **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

## 4 Other interests

The interest in the insurance by this section of the various mortgagees lessors and freeholders of the property is noted

## 5 Premium adjustment

The premium has been calculated based on **Declared values** as shown in the schedule

If these are found to be insufficient then **we** reserve the right to adjust them and to charge an additional premium backdated to the last renewal of **your** policy or to the inception date of the policy if the discovery is made during the first period of insurance

## Exclusions

**We** shall not be liable in respect of

- (1) **damage** caused by pollution or contamination but this shall not exclude **damage** to the property insured not otherwise excluded caused by
  - (a) pollution or contamination which itself results from any of the **insured events** other than Accidental damage
  - (b) any of the **insured events** other than Accidental damage which itself results from pollution or contamination
- (2) consequential loss of any kind
- (3) Definitions specific to this exclusion

### **Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### **Failure of a system**

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system** whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of **your** business activities

### **Microchip(s)**

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

**System(s)**

shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

**Virus**

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

**damage** to

- (a) **data** which shall include but shall not be limited to
  - (i) **damage** to or corruption of **data** whether in whole or in part
  - (ii) unauthorised appropriation of use of access to or modification of **data**
  - (iii) unauthorised transmission of **data** to any third parties
  - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
  - (v) **damage** arising out of any operator error in respect of **data**
- (b) any items insured arising directly or indirectly from
  - (i) the transmission or impact of any **virus**
  - (ii) unauthorised access to a **system**

- (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication

(iv) **failure of a system**

- (v) anything described in (a) above

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

- (4) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

## 2 Property damage plus

**The schedule will show if this section applies and the cover in force**

### Cover A – Extended cover

#### Definition

Each time the following appears in this section in bold italic type (or in capital letters in the schedule) it will take the specific meaning shown below

Where it is not highlighted in this manner the normal everyday meaning will apply

#### **Item(s) insured**

means the items insured shown in the Property damage plus section of the schedule

#### Cover

**We** will indemnify **you** (by payment up to the value of the **item insured** at the time of the loss or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **item insured** by any cause not specifically excluded happening within the location stated in the schedule and during the period of insurance

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

#### Conditions

### 1 Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

The basis upon which the amount payable in respect of the property insured by this section is to be calculated shall be

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

### 2 Index-linking

The sum insured by each **item insured** under this section will be adjusted in accordance with suitable indices selected by **us** and the annual renewal premium will be amended accordingly

### 3 Reinstatement of sum insured

In consideration of **your** agreement to pay such additional premium as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred provided that **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured

## Exclusions

**We** shall not be liable for

- (1) **damage** occasioned by or happening through gradual deterioration depreciation mechanical or electrical breakdown failure or breakage wear and tear atmospheric and climatic conditions (other than storm or flood) pollution or contamination rust dust moth vermin or any process of cleaning dyeing restoration or repair to which the property is subjected delay confiscation detention or destruction by order of the government or any public authority
- (2) breakage of electrical valves bulbs or tubes unless the equipment in which they are contained is damaged at the same time
- (3) consequential loss of any kind
- (4) **damage** to a trailer or caravan whilst attached to or being towed by a motor vehicle
- (5) **damage** due to theft attempted theft malicious persons or vandals whilst the property is contained in an unattended vehicle unless
  - (i) the motor vehicle is locked at all points of access
  - (ii) there are visible signs of forcible or violent entry to the vehicle
  - (iii) the property unless permanently fixed in position is out of sight in a locked compartment or locked boot within the vehicle

## Cover B – Deterioration of stock

**We** will indemnify **you** by payment up to the value of the **items insured** at the time of loss in respect of **damage** to the contents of the chill or deep freeze unit(s) described in the schedule as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes happening during the period of insurance and if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Provided that **our** liability in any one period of insurance shall not exceed the limit of cover shown in the schedule

## Conditions

### Reinstatement of sum insured

In consideration of **your** agreement to pay such additional premiums as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred provided that **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured

## Exclusions

**We** shall not be liable for

- (1) **damage** caused by the deliberate act of any electricity or gas supply authority in withholding or restricting supply
- (2) **damage** arising from the breakdown or malfunction of any unit which is over seven years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract (this exclusion does not apply to equipment incorporating a hermetically sealed unit)
- (3) **damage** caused by **your** wilful act or neglect
- (4) **damage** insured under the Property damage section Freezer contents extension

## Cover A & B – Special condition

### Underinsurance

If the property insured by any item of this section shall at the time of any **damage** to such property be collectively of greater value than such sum insured by that item as adjusted by index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

## Cover A & B – Exclusions

**We** shall not be liable for

- (1) **damage** to information on computer systems or other records programs or software resulting from accidental or malicious erasure loss distortion or corruption or from any unidentifiable cause or any consequential loss resulting therefrom
- (2) Definitions specific to this exclusion

### **Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### **Failure of a system**

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system** whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of **your** business activities

### **Microchip(s)**

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

### **System(s)**

shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

**Virus**

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

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

**damage** to

- (a) **data** which shall include but shall not be limited to
  - (i) **damage** to or corruption of **data** whether in whole or in part
  - (ii) unauthorised appropriation of use of access to or modification of **data**
  - (iii) unauthorised transmission of **data** to any third parties
  - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
  - (v) **damage** arising out of any operator error in respect of **data**
- (b) any items insured arising directly or indirectly from
  - (i) the transmission or impact of any **virus**
  - (ii) unauthorised access to a **system**
  - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
  - (iv) **failure of a system**
  - (v) anything described in (a) above

### 3 Equipment breakdown

**The schedule will show if this section applies and the cover in force**

#### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Accident(s)**

means

- (a) electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force
- (b) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- (c) **explosion** or **collapse** of steam boilers steam pipes steam engines or steam turbines owned or leased by **you** or operated under **your** control
- (d) **damage** to **covered equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- (e) **damage** to hot water boilers, other water heating equipment oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment

#### **Additional expenses**

means expenses incurred to clean up or dispose of the **covered equipment** resulting from contamination by a **hazardous substance**

#### **Breakdown**

means

- (a) the actual breaking failure distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising

from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work

- (b) fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

#### **Collapse**

means the sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

#### **Computer equipment**

means equipment that is electronic computer or other data processing equipment including **media** software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible

#### **Covered equipment**

means equipment owned by **you** or for which **you** are responsible built to operate under vacuum or pressure (other than weight of contents) or used for the generation transmission or utilisation of energy including but not limited to

- (a) heating systems and hot water heaters
- (b) air circulation ventilation air conditioning and refrigeration systems
- (c) electrical panels emergency generators and electrical distribution systems
- (d) security alarm systems
- (e) lifts and escalators
- (f) office equipment including telephone systems fax machines copiers and printers
- (g) retail equipment bar-code scanners credit and debit card payment systems and cash registers
- (h) forklift trucks at the **premises**
- (i) **computer equipment**

#### Excluding

- (i) any structure foundation masonry brickwork cabinet compartment or air supported structure or building
- (ii) any insulating or refractory material
- (iii) any sewer piping underground vessels or piping or piping forming a part of a sprinkler system
- (iv) any water piping other than boiler feedwater piping boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
- (v) any vehicle or mobile equipment (other than forklift trucks at the **premises**) or aircraft or floating vessel including any equipment mounted on such vehicle or mobile lifting equipment or aircraft or floating vessel
- (vi) any dragline excavation or construction plant or equipment
- (vii) any tool die cutting edge crushing surface trailing cable non-metallic lining driving belt or band or any other part requiring periodic renewal
- (viii) any equipment manufactured by **you** for sale
- (ix) kitchen and food preparation equipment laundry and cleaning equipment and audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters
- (x) Any tool or equipment used in connection with **your** trade or business for access support cutting or grinding plumbing or pumping heating or cooling or drying extracting testing surveying or measuring
- (xi) **process refrigeration systems** and non **process refrigeration systems** which are over 7 years old at the time of any loss unless the unit is subject to a current manufacturers guarantee or annual maintenance contract providing fully inclusive remedial repair and maintenance

#### Explosion

means the sudden and violent rending of the **covered equipment** by force of

internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

#### Hazardous substance

means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

#### Media

means all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment

#### Process refrigeration systems

means refrigeration systems which are used in connection with **your** trade or business

#### Cover

**We** will indemnify **you** (by payment up to the value of **covered equipment** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to **covered equipment** at the **premises** by any **accident** happening during the period of insurance

**Our** liability in any one period of insurance shall not exceed the sum insured under the appropriate section of material damage insurance provided by this policy for each item of **covered equipment** nor in all the total sum insured subject to the maximum liability below

#### Maximum Liability

The total amount **we** will pay in respect of this section shall not exceed £5,000,000 in any one period of insurance subject to a limit of £250,000 any one period of insurance for **computer equipment**

If an initial **accident** causes other **accidents** all will be considered one **accident**

All **accidents** that are the result of the same event will be considered one **accident**

## Extensions

The insurance by this section is extended to include the following

These extensions do not increase the limits or sums insured that apply

### 1 Computer equipment

**Damage** caused by or resulting from an **accident** to **computer equipment** occurring whilst anywhere in the European Union but only whilst in the custody or control of **you** or **your** employee

Limit

£250,000 any one period of insurance

### 2 Reinstatement of data

**We** will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of an **accident** to **computer equipment**

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to **media**
- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss was initiated
- (c) **we** shall not be liable for loss or damage to software
- (d) **we** shall not be liable under this extension for costs more specifically described under the increased cost of working extension

Limit £25,000 any one period of insurance

### 3 Increased cost of working

**We** will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of an **accident** to **computer equipment**

Limit

£25,000 any one period of insurance

### 4 Business interruption

If the Business interruption section of this policy is operative **we** will pay to **you** in respect of each item in the business interruption schedule the amount of loss occurring during the indemnity period (as defined in the Business interruption section) following an **accident** to **covered equipment** at the **premises** that results in the **business** carried on by **you** at the **premises** being interrupted or interfered with

**Our** liability shall not exceed the sum insured for each item nor in all the total sum insured and in any event **our** maximum liability shall not exceed £30,000 any period of insurance

### 5 Hazardous substances

**Damage** to **covered equipment** at the **premises** caused by contamination by a **hazardous substance** including any **additional expenses** incurred and if the Business interruption section of this policy is operative loss occurring during the indemnity period (as defined in the Business interruption section) in consequence of the **business** carried on by **you** at the **premises** being interrupted or interfered with

Limit

£6,000 any one period of insurance

### 6 Expediting expenses

Reasonable costs necessarily incurred by **you** to make temporary repairs and expedite permanent repairs or permanent replacement of damaged **covered equipment**

Limit

£15,000 any one period of insurance

## 7 European Union and Public Authorities

If in force the European Union and Public Authorities extension of the Property damage section of this policy applies to **covered equipment** damaged as a result of an **accident**

Limit  
£15,000 any one period of insurance

## 8 Loss avoidance measures

Reasonable costs necessarily incurred by **you** to take exceptional measures to prevent or mitigate impending **damage** to **covered equipment** as a result of an **accident**

Provided that

- (a) **damage** would reasonably be expected if such measures were not implemented
- (b) **we** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
- (c) the amount payable will be limited to the cost of **damage** which would have otherwise occurred
- (d) the terms conditions and exclusions of this section and the policy apply as if **damage** had occurred
- (e) if **damage** had occurred it would have resulted in a claim that would have been accepted by **us** under this section of the policy

Limit  
£5,000 any one period of insurance

## 9 Hire of Substitute Item

If **covered equipment** is damaged as a result of an **accident we** will also indemnify **you** against the cost of hire charges actually incurred by **you** during the period of insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

Limit  
£5,000 any one period of insurance

## 10 Storage Tanks and Loss of Contents

**damage** caused by an **accident** to oil storage tanks or water tanks (other than sprinkler system tanks) including connected pipework belonging to **you** or for which **you** are responsible at the premises

In addition this extension covers loss of the contents of oil storage tanks caused by

- 1) Escape of Contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- 2) Contamination - contamination of the contents of the oil storage tanks caused by or resulting from an **accident**

including cleaning costs incurred as a result of such loss

excluding

- (a) **damage** caused by fire howsoever the fire may have been caused
- (b) **damage** resulting from corrosion erosion or wasting
- (c) contamination of the contents resulting from
  - (i) the natural settling separation or accumulation of fluids or materials constituting the normal contents
  - (ii) the deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes
- (d) **damage** sustained whilst oil storage tanks are in transit between premises
- (e) costs or expenses arising from pollution or contamination of property not covered by this extension

Limit  
£7,500 in respect of any one **accident** or series of **accidents** arising out of one occurrence

## Condition

### Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

Subject to the following special conditions the basis upon which the amount payable in respect of **covered equipment** is to be calculated shall be the reinstatement of the **covered equipment** that is the subject of an **accident**

For this purpose 'reinstatement' means

- (a) the replacement of **covered equipment** that is the subject of an **accident** which provided **our** liability is not increased may be carried out
  - (i) in any manner suitable to **your** requirements
  - (ii) upon another site
- (b) the repair or restoration of **covered equipment** that is the subject of an **accident**

in the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

### Special conditions applicable to this condition

- 1 **Our** liability for the repair or restoration of **covered equipment** that is the subject of an **accident** shall not exceed the amount payable for replacement of the **covered equipment**
- 2 No payment beyond the amount which would have been payable in the absence of this condition shall be made
  - (a) unless reinstatement commences and proceeds without unreasonable delay
  - (b) until the cost of reinstatement shall have been actually incurred

- 3 All the terms and conditions of the policy shall apply
  - (a) in respect of any claim payable under this condition except in so far as they are varied hereby
  - (b) where claims are payable as if this condition had not been incorporated

## Exclusions

**We** shall not be liable in respect of

- (1) **damage** caused by or resulting from
  - (a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
  - (b) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions unless such **damage** results from an accident
  - (c) mould fungus mildew or yeast
  - (d) the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul
  - (e) installation erection dismantling re-siting transportation or removal of **covered equipment** other than re-siting transportation or removal under its own power whilst at its operating site
  - (f) accidental failure of the power supply
- (2) **damage to computer equipment** which is recoverable under the maintenance agreement warranty or guarantee or which would be recoverable but for a breach of **your** obligations under the agreement
- (3) in respect of extension 4 Business interruption any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **media** nor for the costs incurred in so doing

- (4) any liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency of **covered equipment**
- (5) **damage** resulting from malicious persons riot civil commotion strikers locked-out workers or persons taking part in labour disturbances occurring in Northern Ireland
- (6) **damage** directly or indirectly caused by or in consequence of the act or order of any lawfully constituted authority
- (7) Definitions specific to this exclusion

#### **Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

#### **Failure of a system**

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system** whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of **your** business activities

#### **Microchip(s)**

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

#### **System(s)**

shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

#### **Virus**

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

#### **damage to**

- (a) **data** (other than as provided for under the Reinstatement of data extension) which shall include but shall not be limited to
  - (i) **damage** to or corruption of **data** whether in whole or in part
  - (ii) unauthorised appropriation of use of access to or modification of **data**
  - (iii) unauthorised transmission of **data** to any third parties
  - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
  - (v) **damage** arising out of any operator error in respect of **data**
- (b) any items insured arising directly or indirectly from
  - (i) the transmission or impact of any **virus**
  - (ii) unauthorised access to a **system**
  - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
  - (iv) **failure of a system**
  - (v) anything described in (a) above

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself

results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission

- (8) **damage** cost or expense that is or can be insured elsewhere in this policy
- (9) **damage** caused by or resulting from the deliberate act of any person carried out with the intention to cause **damage**
- (10) **damage** to livestock plants or perishable stock
- (11) deterioration of stock

## 4 Business interruption

### The schedule will show if this section applies and the cover in force

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax

For the purpose of these definitions any adjustments implemented in current cost accounting shall be disregarded

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Adjusted**

means adjusted as necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**

#### **Annual rent receivable**

means the **rent receivable** during the twelve months immediately before the date of the **damage adjusted**

#### **Annual revenue**

means the **revenue** during the twelve months immediately before the date of the **damage adjusted**

#### **Annual turnover**

means the **turnover** during the twelve months immediately before the date of the **damage adjusted**

#### **Damage**

means as defined under 'Cover' of this section

#### **Gross profit**

means the amount by which the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of purchases and discounts relating thereto bad debts and any other expenses specified in the schedule (as defined in **your** books and accounts)

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **your** normal accountancy methods due provision being made for depreciation

#### **Indemnity period**

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period specified in the schedule thereafter during which the results of the **business** shall be affected in consequence of the **damage**

#### **Insured events**

means unless stated otherwise in the schedule those events which are insured by the Property damage section provided that for the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the **premises**

**Rate of gross profit**

means the rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **damage adjusted**

**Rent receivable**

means the amount of the rent and service charges received or receivable from the letting of the **premises**

**Revenue**

means the money paid or payable to **you** for services rendered in the course of the **business** at the **premises**

**Standard rent receivable**

means the **rent receivable** during the period corresponding with the **indemnity period** in the twelve months immediately before the date of the **damage** appropriately adjusted where the **indemnity period** exceeds twelve months **adjusted**

**Standard revenue**

means the **revenue** during the period corresponding with the **indemnity period** in the twelve months immediately before the date of the **damage** appropriately adjusted where the **indemnity period** exceeds twelve months **adjusted**

**Standard turnover**

means the **turnover** during the period corresponding with the **indemnity period** in the twelve months immediately before the date of the **damage** appropriately adjusted where the **indemnity period** exceeds twelve months **adjusted**

**Supplier(s)**

means supplier(s) with whom **you** have a contract to supply **you** with goods and services

**Turnover**

means the money paid or payable to **you** for services rendered and for goods sold and delivered in the course of the **business** at the **premises**

**Cover**

If any building or other property used by **you** at the **premises** specified in the schedule for the purpose of the **business** is destroyed or damaged during the period of insurance by any of the **insured events** (destruction or damage so caused being termed **damage**) and the **business** carried on by **you** at the **premises** is in consequence interrupted or interfered with

**We** will pay to **you** in respect of each item in the schedule the amount of loss occurring during the **indemnity period** resulting from such **damage** in accordance with the terms of this section

Provided that

- (1) **our** liability shall not exceed the sum insured for each item nor in all the total sum insured
- (2) at the time of the **damage** there shall be an insurance in force covering **your** interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made under such insurance solely owing to the operation of an **excess**)

**Amount payable****Gross profit items**

The amount payable is limited to loss of **gross profit** due to (a) reduction in **turnover** and (b) increase in cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of reduction in **turnover** the sum produced by applying the **rate of gross profit** to the amount by which the turnover during the **indemnity period** shall in consequence of the **damage** fall short of the **standard turnover**

- (b) in respect of increase in cost of working the additional expenditure (subject to the provisions of the uninsured standing charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **damage**

Provided that

If the sum insured by this item is less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

## Amount payable

### Revenue items

The insurance under this section in respect of **revenue** is limited to (a) loss of **revenue** and (b) increase in cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of loss of **revenue** the amount by which the **revenue** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard revenue**
- (b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **revenue** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **revenue** as may cease or be reduced in consequence of the **damage**

Provided that

if the sum insured by this item be less than the **annual revenue** (or a proportionately increased multiple of it where the maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

### Amount payable

#### Rent receivable items

The insurance under this section in respect of **rent receivable** is limited to (a) loss of **rent receivable** and (b) additional expenditure occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of loss of **rent receivable** the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard rent receivable**
- (b) in respect of additional expenditure the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **rent receivable** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**

Provided that

if the sum insured by this item be less than the **annual rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

### Amount payable

#### Additional cost of working items

The insurance under this section in respect of additional cost of working is limited to additional cost of working occurring during the **indemnity period** necessarily and reasonably incurred in order to minimise any interruption or interference with the **business** or undertaking during the **indemnity period**

### Alternative trading clause

#### Gross profit

If during the **indemnity period** services shall be rendered or goods shall be sold elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such services or sales shall be brought into account in arriving at the **turnover** during the **indemnity period**

### Alternative trading clause

#### Revenue

If during the **indemnity period** services shall be rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such services shall be brought into account in arriving at the **revenue** during the **indemnity period**

### Alternative trading clause

#### Rent receivable

If during the **indemnity period** the **business** shall be conducted elsewhere than at the **premises** the money paid or payable to **you** in respect of rent at such other **premises** shall be brought into account in arriving at the **rent receivable** during the **indemnity period**

## Uninsured standing charges clause

If any standing charges of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**) then in computing the amount recoverable as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges

## Professional accountants' charges

Any particulars or details contained in **your** books of account or other business books or documents which may be requested by **us** under the Business interruption section Claims condition for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates

**We** will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by **us** under the terms of the Business interruption section Claims condition

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured

## Payments on account

Payments on account may be made during the **indemnity period**

## Extensions

The insurance by this section is extended to cover loss as insured hereunder directly resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Cover paragraph to this section

### 1 Prevention of access

Access to or use of the **premises** being prevented or hindered by

- (a) **damage** to neighbouring property by any of the **insured events**
- (b) any action of Government Police or Local Authority due to an emergency which could endanger human life or neighbouring property

Excluding

- (i) any restriction of use of less than four hours
- (ii) any period when access to the **premises** was not prevented or hindered

Provided that **our** liability under this extension in respect of any one occurrence shall not exceed the sum insured by the items shown in the schedule

### 2 Utilities

**Damage** by any of the **insured events** at any

- (a) generating station or sub-station of the electricity supply undertaking
- (b) land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- (c) water works or pumping station of the water supply undertaking
- (d) land-based premises of the telecommunications undertaking from which **you** obtain electricity gas water or telecommunications services

Provided that **our** liability under this extension in respect of any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule

### 3 Suppliers extension

**Damage** by any of the **insured events** at the site of any of **your suppliers** within the **geographical limits** (but excluding the premises of any supply undertaking from which **you** obtain electricity gas or water or telecommunications services) up to a limit of £25,000 any one incident

### 4 Customers extension

**Damage** by any of the **insured events** at the site of any of **your** customers within the **geographical limits** up to a limit of £25,000 any one incident

### 5 Book debts

If following **damage** to **your** books of account or other business books or records at the **premises** by any of the **insured events** **you** are unable to trace outstanding debit balances owed to **you** **we** will indemnify **you** for such loss in the following terms

- (a) **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances
- (b) **We** will pay for the additional expenditure incurred with **our** previous consent in tracing and establishing customers' debit balances after the **damage**
- (c) **We** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim

Excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal condition of trade or from bad debts

The most **we** will pay under this extension is £50,000 any one period of insurance

## Special condition applicable to this extension

It is a **condition precedent to liability** under this extension that **you** keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept

### 6 Failure of supply

Failure of the supply of electricity gas or water at the terminal ends of the supply undertaking's feeder at the **premises** from any cause other than the deliberate act of the supply undertaking in withholding or restricting supply

Limit  
£5,000 any one incident

### 7 Failure of telecommunication services

Failure of the telecommunication services at the **premises** following actual physical **damage** of or to telecommunications property anywhere in the **geographical limits**

Limit  
£5,000 any one incident

### 8 Bomb scare

Any bomb scare at or in the vicinity of the **premises**

Limit  
£5,000 any one incident

## 9 Storage sites

**Damage** at any premises within the **geographical limits** not occupied by **you** where **your** property is stored

Limit

£25,000 any one claim

## 10 Contract sites

**Damage** at any situation within the **geographical limits** where **you** are carrying out a contract

Limit

£25,000 any one claim

## 11 Property in transit

**Damage** to property whilst in transit within the **geographical limits**

Limit

£25,000 any one claim

## 12 Vehicles

Additional expenditure beyond the amount payable under paragraph (b) of any revenue or rent receivable item in respect of increase in cost of working necessarily and reasonably incurred in garaging and hiring vehicles within the **geographical limits**

## 13 National Lottery

Loss resulting from interruption of or interference to the **business** as a result of an employee or employees terminating their employment with **you** as a direct result of a confirmed win in the National Lottery held within the **geographical limits**

For the purposes of this extension the maximum indemnity period is 3 months from the time of the win and employee shall mean any person whilst working for **you** who is under a contract of service or apprenticeship with **you**

## 14 Reinstatement of data

**We** will pay the costs you incur in reinstating data that is lost or damaged as a consequence of **damage** to **computer equipment** at **your premises**

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss occurred
- (c) **we** shall not be liable for loss or damage to software
- (d) **we** shall not be liable under this extension for costs more specifically described under the Computers - increased cost of working extension

Limit

£25,000 any one period of insurance

## 15 Computers - increased cost of working

**We** will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of **damage** to **computer equipment** at **your premises**

Limit

£25,000 any one period of insurance

## Special condition

### Premium adjustment clause

If the **gross profit** or **revenue** or **rent receivable** earned whichever is applicable (or a proportionately increased multiple of it where the maximum indemnity period exceeds twelve months) during the financial year of twelve months most nearly concurrent with any period of insurance as certified by **your** auditors is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made in respect of the difference

If any **damage** occurs which gives rise to a claim under this section the return in premium made will be in respect of the difference in **gross profit** or **revenue** or **rent receivable** which is not due to the **damage**

## 5 Liabilities

**The schedule will show if this section applies and the cover in force**

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Act of terrorism**

means an act including but not limited to the use of force or violence and/or the 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 to put the public or any section of the public in fear

#### **Asbestos**

means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

#### **Bodily injury**

means bodily injury death disease or illness

#### **Business**

means that which has been described in the schedule and which is conducted solely from premises in the **geographical limits** including

- (a) the ownership repair and maintenance of **your** property and premises
- (b) the provision of catering social sports and welfare facilities for **employed persons** and first aid medical and ambulance services
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**

- (d) private work undertaken by an **employed person** with **your** prior consent for a director partner or **employee** of **yours**
- (e) participation in trade shows or exhibitions within the European Union but this does not include any work undertaken **offshore**

#### **Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

#### **Employed person**

means

- (a) any **employee**
- (b) any person supplied to or hired or borrowed by **you** or on **your** behalf or any work experience student or youth training scheme participant while under **your** direct control and supervision

#### **Employee(s)**

means any person under a contract of service or apprenticeship with **you**

#### **Event(s)**

means one occurrence or series of occurrences arising from or attributable to one source or original cause

#### **Injury**

means **bodily injury** wrongful arrest or false imprisonment

#### **Legal costs**

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy
- (b) (i) the costs of legal representation at
  - (1) any coroner's inquest or inquiry in respect of any death
  - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy

- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy incurred with **our** prior written consent

### **Offshore**

means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

### **Pollution or contamination**

means **injury** or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

### **Principal**

means any party (other than a director partner or **employee** of **yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of products) in connection with the **business**

### **Products**

means goods (including containers and packaging) not in **your** custody or control sold supplied installed erected serviced repaired altered or treated by **you** in connection with the **business** from any premises within the **geographical limits**

Any error in the sale supply or presentation of such goods is included in this definition

### **Property**

means material property but this does not include **data**

### **You / your / yours**

means the Insured named in the schedule

Unless **we** specifically state otherwise **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
  - (i) any **principal**
  - (ii) any director partner or **employed person** of **yours**

- in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**
- (c) any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director partner or **employee** of **yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director partner or **employee**

**We** will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

## **Cover 1 – Employers' liability**

This insurance is provided on a 'Costs Inclusive' basis

This means that **legal costs** are included within the limit of indemnity specified in the schedule

## **Cover**

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** caused during the period of insurance

- (a) within the **geographical limits** or
- (b) while temporarily outside these territories

in connection with the **business**

The total amount **we** will pay in respect of

- (a) any one **event** which is directly or indirectly caused by results from or is in connection with any **act of terrorism** shall not exceed £5,000,000

If **we** allege the **bodily injury** has resulted from an **act of terrorism** the burden of proving the contrary shall be

upon **you**

- (b) any other **event** shall not exceed the limit of indemnity shown in the schedule

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

**You** will repay any sums paid by **us** which **we** would not have been obliged to pay but for the provisions of such law

### Exclusion

No indemnity will be provided in respect of any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

### Extensions

Each of the following is subject to the terms of the policy

#### 1 Unsatisfied court judgments

Where a judgment for damages has been obtained

- (a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**
- (b) in any court situated within the **geographical limits**
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of the judgment

**we** will at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgment being assigned to **us** by the **employee** or their personal representatives

#### 2 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors trustees or partners £500

Any **employee** £250

#### 3 Corporate Manslaughter Defence costs

Cover is extended to indemnify the policyholder in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the **business**

Provided that

- (1) **our** liability under this extension shall not exceed £1,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (2) where **we** have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same event or occurrence which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount

already paid by **us** will be taken into account in calculating **our** liability under this extension

- (3) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
- (4) **you** shall notify **us** immediately about any summons or other process served upon **you** which may give rise to a claim under this extension
- (5) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

- (1) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- (2) in respect of any proceedings which result from any deliberate act or omission of the **insured** or any partners directors or managerial employees of the **insured** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (3) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

## Cover 2 – Public & products liability

This insurance is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule

## Cover

**We** will indemnify **you** against **your** legal liability to pay damages arising out of

- (a) accidental **injury** of any person
- (b) accidental **damage** to **property**
- (c) nuisance trespass to land trespass to goods or interference with any easement of air light water or way

**We** will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **your business**

happening during the period of insurance and caused either in connection with the **business** or by **products**

**We** will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity

The total amount **we** will pay in respect of damages for

- (a) any one **event**
- (b) all **events** happening during any period of insurance caused by **products**
- (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance shall not exceed the limit of indemnity shown in the schedule

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule

## Exclusions

No indemnity will be provided in respect of

- (1) any liability connected directly or indirectly in any way with any error or omission in the provision of professional services
- (2) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
- (3) any liability arising from **damage** to **property** which is owned or held in trust by **you** or which is in **your** custody or control

This exclusion will not apply in respect of

- (a) personal effects including vehicles and their contents belonging to **employees** or visitors
- (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
- (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
  - (i) the first £100 of any **damage** other than caused by fire or explosion
  - (ii) liability arising solely under the terms of any contract or agreement
  - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
  - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of

- (i) the use of plant as a tool of trade on site
  - (ii) the use of plant at **your** premises
  - (iii) the loading or unloading of any vehicle
  - (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
- (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance  
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design or specification provided for a fee or for which a fee would normally be charged
- (7) **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
  - (a) a defect
  - (b) its unsuitability for its intended purpose
- (8) any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
- (9) the costs of remedying any defect or alleged defect in premises which **you** have disposed of

- (10) (a) fines or penalties
  - (b) liquidated damages
  - (c) any compensation awarded by a court of criminal jurisdiction
  - (d) multiplied aggravated exemplary or punitive damages
  - (11) any liability arising from
    - (a) the use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
    - (b) **products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
    - (c) **products** exported by **you** or on **your** behalf to the United States of America or Canada
  - (12) any liability arising from
    - (a) **products** incorporated in any craft designed to travel through air or space
    - (b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
    - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety
    - (d) **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation

and which have been specifically supplied by **you** for that purpose
  - (13) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
- However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
- (a) **you** have complied with any legal obligations to manage **asbestos** and

- (b) any discovery of **asbestos** by **you** is unintentional and accidental and
- (c) where upon discovery of **asbestos** all work immediately stops and
- (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (14) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (15) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union
- (16) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2005 JCT conditions or any similar contract clause
- (17) any loss damage cost or expense
  - (a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (b) 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 any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

## Extensions

Each of the following is subject otherwise to the terms of this policy

### 1 Cross liabilities

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity

### 2 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors or partners £500

Any **employee** £250

### 3 Contingent motor liability

Notwithstanding exclusion 4 regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

**We** will not provide an indemnity in respect of

- (a) **damage** to such vehicle or any **property** contained or being transported within it
- (b) **injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such

a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)

- (c) circumstances where **you** are entitled to indemnity under any other insurance
- (d) **injury** or **damage** arising outside the **geographical limits**

### 4 Data Protection

#### Definition specific to this extension

#### **Data protection legislation**

means the Data Protection Act 2018 or any subsequent legislation that specifically replaces this act

**We** will indemnify **you** against **your**

- 1 legal liability to pay damages and **legal costs** for material and non-material damage
- 2 defence costs and prosecution costs awarded against **you**

resulting from any breach or alleged breach of **data protection legislation** happening during the period of insurance arising out of the conduct of **your business**

**We** will not provide any indemnity in respect of

- (a) the payment of fines penalties punitive or exemplary damages
- (b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (c) liability arising from or caused by a deliberate or intentional act or omission by **you**
- (d) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension
- (e) legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- i) claims not insured by this extension
- ii) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

The total amount **we** will pay in respect of

- 1 shall not exceed the limit of indemnity shown on the schedule
- 2 shall not exceed £100,000 any one claim and in the aggregate any one period of insurance

## 5 Defective Premises Act

**We** will indemnify **you** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **injury** or **damage** which occurs within a period of seven years from the expiry or cancellation of this policy

No indemnity will be provided

- (a) if **you** are entitled to indemnity under any other insurance
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of

## 6 Member to member liability

Cover is extended to indemnify any member of **your** sports or social organisations in respect of liability for accidental **bodily injury** or **damage** to property sustained by fellow members of such organisations whilst engaged in the activities of such organisations

## 7 Overseas personal liability

Cover is extended to indemnify **you** and at **your** request any of **your** directors partners or **employees** or any family member accompanying them whilst temporarily outside the **geographical limits** in connection with the **business** against legal liability as defined under this section incurred in a personal capacity provided that this indemnity shall not apply

- (a) to liability arising out of the ownership or tenure of any land or building
- (b) where indemnity is provided by any other insurance

## 8 Corporate Manslaughter Defence Costs

Cover is extended to indemnify the policyholder in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the **business**

Provided that:

- (1) **our** liability under this extension shall not exceed £1,000,000 in any one period of insurance  
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (2) where **we** have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same event or occurrence which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension

- (3) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
- (4) **you** shall notify **us** immediately about any summons or other process served upon **you** which may give rise to a claim under this extension
- (5) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

- (1) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- (2) in respect of any proceedings which result from any deliberate act or omission of the **insured** or any partners directors or managerial employees of the **insured** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (3) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

### Prosecution defence costs

### Cover

**We** will subject to the limit of indemnity indemnify **you** in respect of

- (a) legal costs and expenses incurred with **our** written consent
- (b) costs awarded against **you** in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
  - (i) the Health and Safety at Work etc. Act 1974

- (ii) Part II of the Consumer Protection Act 1987
- (iii) the Food Safety Act 1990 alleged to have been committed during the period of insurance in connection with the **business**

### Exclusions

**We** will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred
- (c) in respect of fines or penalties of any kind
- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
- (e) where the proceedings have resulted from any deliberate act or omission by
  - (i) **you** or any director or partner of **yours**
  - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation

which could reasonably have been expected to constitute a breach of the above legislation

### Limit of indemnity

The total amount **we** will pay in respect of any one claim shall not exceed £500,000

## 6 Money with assault extension

**The schedule will show if this section applies and the cover in force**

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### ***Bodily injury***

means bodily injury resulting directly and independently of any other cause within twenty-four calendar months in disablement or death

#### ***Business hours***

means any time when anyone with responsibility for ***money*** is in attendance at the ***premises*** for the purpose of ***your business***

#### ***Deferment period***

means the initial period specified in the schedule following ***bodily injury*** during which the ***temporary total disablement*** benefit is not payable

#### ***Insured person(s)***

means any employee of the ***Insured***

#### ***Loss of eye(s)***

means total and irrecoverable loss of sight of an eye or eyes

#### ***Loss of limb(s)***

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

#### ***Medical expenses***

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the ***insured person***

#### ***Money***

means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed bankers drafts unused postage stamps travellers cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders value added tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines belonging to ***you*** or for which ***you*** are responsible pertaining to the ***business***

#### ***Money in transit***

means ***money*** other than ***non-negotiable money*** in transit whilst in ***personal custody*** or in a bank night safe until the bank accepts responsibility

#### ***Non-negotiable money***

means crossed cheques (other than pre-signed blank cheques) crossed postal orders crossed money orders crossed bankers drafts National Savings certificates Premium Bonds stamped National Insurance cards credit and debit card sales vouchers value added tax purchase vouchers and unused credit on postal franking machines

**Other money**

means **money** other than **non-negotiable money**

**Permanent total disablement**

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

**Personal custody**

means within the immediate personal control of **you** or any other responsible person authorised by **you**

**Temporary partial disablement**

means disablement from engaging in or giving attention to a substantial and essential part of usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

**Temporary total disablement**

means disablement from engaging in or giving attention to usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

**Cover A – Money**

**We** will indemnify **you** in respect of loss of **money** happening during the period of insurance anywhere in the **geographical limits**

**Our** liability in respect of any one loss shall not exceed the amount stated in the schedule

**Extensions**

The insurance by this section is extended to include the following

**1 Damage to safes**

**We** will indemnify **you** against **damage** to any safe strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**

**2 Damage to clothing and personal effects**

**We** will indemnify **you** against **damage** to clothing and personal effects belonging to **you** or any of **your** directors employees or representatives arising in connection with theft or attempted theft of insured **money**

**3 Dishonesty of employee**

**We** will indemnify **you** against loss due to the dishonesty of any director or employee of the **Insured** provided that

- (i) such loss is not insured by a specific policy of fidelity guarantee
- (ii) the loss is discovered within 28 days of the occurrence
- (iii) **our** liability for such loss shall not exceed £5,000 in total in any one period of insurance

## Exclusions

**We** shall not be liable in respect of loss

- (1) due to the dishonesty of any director or employee of the **Insured** other than as provided for by Extension (3) above
- (2) whilst the **money** is in the custody or control of a professional carrier
- (3) during transit by unregistered post
- (4) from an unattended vehicle
- (5) from any gaming or vending machine unless shown otherwise in the schedule
- (6) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money
- (7) in excess of the 'in any other circumstances' limit shown in the schedule of **money** (other than **non-negotiable money**) from any room left unattended and unlocked unless this occurs during **business hours** and such **money** is contained in a locked safe cupboard or desk with the key held in **personal custody**
- (8) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

## Special condition

### Safe keys

It is a **condition precedent to liability** in respect of loss of **money** from locked safe or locked strongroom that all keys (except those deposited with a bank) for safes and strongrooms containing **money** and notes of combination locks letters and numbers must be held in **personal custody**

## Cover B – Assault extension

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their employment by **you** as a direct result of robbery or hold-up or any attempt thereat **we** will pay the appropriate benefit

### Scale of benefits

- 1 Death  
£10,000
- 2 **Loss of limb(s) or loss of eye(s)**  
£10,000
- 3 **Permanent total disablement**  
£10,000
- 4 **Temporary total disablement**  
£100 per week
- 5 **Temporary partial disablement**  
£25 per week
- 6 **Medical expenses**  
Maximum of 15% of the benefits payable under 4 and 5 above

## Extension

### Hospital benefit and dental expenses

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their employment by **you** as a direct result of robbery or hold up or any attempt thereat **we** will pay

- (a) dental expenses incurred by the **insured person**  
Limit £500
- (b) £20 a day up to £200 if as a result of the **bodily injury** the **insured person** goes into hospital for in-patient treatment

## Exclusions

**We** shall not be liable for **bodily injury**

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 75 years

## Special conditions

- 1 Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**
- 3 Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- 4 A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** may be made by **us**

## 7 Goods in transit

**The schedule will show if this section applies and the cover in force**

### Definition

Each time the following appears in this section in bold italic type (or in capital letters in the schedule) it will take the specific meaning shown below

Where it is not highlighted in this manner the normal everyday meaning of the word or phrase will apply

### ***Whilst in transit***

means

- (a) whilst being loaded on to or unloaded from the vehicle used for the transit
- (b) whilst temporarily housed on the vehicle during transit
- (c) whilst on the vehicle on a vehicle ferry during direct sea transits between parts of the ***geographical limits***

### Cover

**We** will indemnify **you** (by payment up to the value of the insured property at the time of loss or at **our** option by repair reinstatement or replacement) in respect of **damage** to any part of the property by any cause not specifically excluded happening during the period of insurance ***whilst in transit*** by any road vehicle operated by **you** or by road hauliers or sent by parcel post or rail as described in the schedule anywhere in the ***geographical limits***

Provided that **our** liability during any one period of insurance shall not exceed in respect of any vehicle or consignment the limits stated in the schedule

### Extensions

In the event of accidental **damage** to property in transit by vehicles owned or operated by **you** for which **we** have admitted liability under this section **we** will also pay for

- (i) **damage** to packing materials protective sheeting ropes chains and toggles belonging to you whilst being carried on the vehicle
- (ii) the additional costs necessarily incurred in transferring property to another vehicle and carrying to original destination consequent on overturning or collision of the conveying vehicle  
Limit £2,500 any one loss
- (iii) the additional costs necessarily incurred in reloading any property in transit which has fallen from the conveying vehicle  
Limit £2,500 any one loss
- (iv) the additional costs necessarily incurred in removing debris consequent upon **damage** to the property in transit  
Limit £2,500 any one loss
- (v) **damage** to personal effects belonging to the driver and/or attendant whilst carried in any vehicle which is conveying property in transit  
Limit £500 any one loss
- (vi) **damage** to property in transit arising out of the use of any vehicle substituted by **you** whilst **your** own vehicle is undergoing service or repair up to an amount not exceeding the sum insured applicable to the vehicle undergoing service of repair

## Memorandum

### Underinsurance

If the value of the property insured by this section on or in any vehicle or consignment is at the time of **damage** of greater value than the appropriate limit any one vehicle or consignment shown in the schedule **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the **damage** accordingly

## Exclusions

**We** shall not be liable for

- (1) **damage** caused by or arising from packing inadequate to withstand normal handling during transit
- (2) **damage** to
  - (a) money securities bills of exchange deeds manuscripts documents business books computer systems records patterns models moulds plans and designs
  - (b) bullion gold and silver articles precious metals stones jewellery and furs
  - (c) non-ferrous metals tobacco cigarettes cigars wines spirits radios television sets audio and video equipment discs cassettes and livestock
  - (d) explosives and other dangerous goods unless specially mentioned as being insured
- (3) **damage** caused by or arising from
  - (a) wear and tear moth vermin insects mildew rust contamination electrical or mechanical derangement unless caused by external means inherent vice or nature of the property
  - (b) deterioration depreciation delay in transit loss of market or other consequential loss
  - (c) riot civil commotion strikes confiscation requisition destruction or damage by order of the Government or any public local or customs authority
- (4) **damage** to property on open vehicles caused by
  - (a) the weather unless the property is suitably protected
  - (b) theft or attempted theft
- (5) deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle
- (6) **damage** resulting from theft or attempted theft
  - (a) committed assisted brought about or connived at by any of **your** directors or employees
  - (b) from any unattended vehicle unless
    - (i) all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the vehicle
    - (ii) during the hours from 9pm to 6am such vehicle is housed in a securely locked building or guarded security park

## 8 Personal accident

**The schedule will show if this section applies and the cover in force**

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Accidental bodily injury**

means bodily injury resulting directly and independently of any other cause within twenty-four calendar months in disablement or death

#### **Act of terrorism**

means an act including but not limited to the use of force or violence and/or the 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 ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

#### **Deferment period**

means the initial period specified in the schedule following **accidental bodily injury** during which the **temporary total disablement** benefit is not payable

#### **Insured person(s)**

means as specified in the schedule

#### **Loss of eye(s)**

means total and irrecoverable loss of sight of an eye or eyes

#### **Loss of limb(s)**

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

#### **Medical expenses**

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **insured person**

#### **Permanent total disablement**

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

#### **Temporary partial disablement**

means disablement from engaging in or giving attention to a substantial and essential part of usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

#### **Temporary total disablement**

means disablement from engaging in or giving attention to usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

### Cover

If during the period of insurance an **insured person** sustains **accidental bodily injury**

- (1) at any time if Cover A applies
- (2) arising out of and in the course of their employment by **you** if Cover B applies

**we** will pay the appropriate benefit

#### **Cover operative (A) or (B)**

As specified in the schedule

#### **Scale of benefits**

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

- 1 Death  
£2,500
- 2 **Loss of limb(s) or loss of eye(s)**  
£2,500
- 3 **Permanent total disablement**  
£2,500
- 4 **Temporary total disablement**  
£25 per week
- 5 **Temporary partial disablement**  
£6 per week
- 6 **Medical expenses**  
Maximum of 15% of the benefits payable under 4 and 5 above

## Extensions

### 1 Hospital benefit and dental expenses

If during the period of insurance an **insured person** sustains bodily injury

- (1) at any time if cover A applies
  - (2) arising out of and in the course of their employment by **you** if cover B applies
- we** will pay
- (a) dental expenses incurred by the **insured person**  
Limit £500
  - (b) £20 a day up to £200 if as a result of the bodily injury the **insured person** goes into hospital for in-patient treatment

### 2 Clothing and personal effects

If **we** accept a claim for **accidental bodily injury** under this section **we** will pay for the **insured person's** clothing and personal effects damaged at the same time up to an amount of £500 per person such amount being in addition to any amount recoverable under the Property damage section (excluding any claim where **we** have paid for personal effects under the Money with assault section of this policy)

## Exclusions

**We** shall not be liable for **accidental bodily injury**

- (1) arising from
    - (a) any consequence of suicide or deliberate self-injury intemperance venereal disease insanity pregnancy childbirth the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
    - (b) any health problem which ought reasonably to have been within the knowledge and belief of the **insured person** or **you** at inception of this insurance or prior to the latest renewal thereof and which has not been declared to and accepted in writing by **us**
    - (c) wilful exposure to needless peril (except in an attempt to save human life)
    - (d) any **insured person** taking part in practising or training for any of the excluded activities
  - (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 75 years
  - (3) directly or indirectly caused or contributed to by an **act of terrorism** involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause
- If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**

## Excluded activities

- Aqualung diving
- Flying  
(except as a fare-paying passenger)  
hang-gliding or parachuting
- Hunting on horseback polo show  
jumping or steeple chasing
- Driving riding or sailing in any kind  
of race
- Riding motor cycles or motor scooters  
as a driver or passenger
- Winter sports other than curling or  
ice-skating
- Football other than amateur Association  
or rugby football
- Mountaineering cliff or rock climbing  
abseiling subterranean or elastic rope  
sports or activities
- Any pursuit or activity involving  
personal danger or hazard
- Playing in any sport professionally
- Service in the armed forces

## Special conditions

- 1** Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total** or **temporary partial disablement**
- 2** Benefit for **permanent total disablement** may be payable following benefit for **temporary total** or **temporary partial disablement**
- 3** Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- 4** A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- 5** No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total** or **temporary partial disablement** may be made by **us**

## 9 Terrorism

### The schedule will show if this section applies

#### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Act of terrorism**

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

#### **Business interruption**

means loss arising from interruption or interference with the **business** carried on by **you** at the **premises** as a result of damage to or destruction of **property insured** used by **you** at the **premises** for the purpose of the **business**

#### **Computer systems**

means a computer or other equipment or component or system or item which processes stores transmits or receives **data**

#### **Data**

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

#### **Denial of service attack**

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or **computer systems**

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**

#### **Event**

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **act of terrorism**

The date and time that any such period of 72 hours shall commence shall be set by **us**

#### **Hacking**

means unauthorised access to any **computer system** whether **your** property or not

#### **Losses**

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of **property insured** in the **territorial limits** the proximate cause of which is an **act of terrorism**

#### **Nuclear installation**

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

1. the production or use of atomic energy

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

### ***Nuclear reactor***

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

### ***Phishing***

means any access or attempted access to **data** made by means of misrepresentation or deception

### ***Property***

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
  - a. a private dwelling house or
  - b. self-contained unit insured as part of a block of units i.e. a block of flats
 unless such property
  - i. is not insured in the name of a private individual
  - ii. is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
  - iii. is of mixed residential and commercial usage and the commercially occupied portion of

the property exceeds 20% (as defined by **us**) of the whole of such building

2. property including fine art collections which are the subject of
  - a. a trust of any kind or
  - b. an executorship of a will
 and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
3. any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

### ***Property insured***

means **property** which is insured under other sections of this policy

### ***Sole trader***

means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs or
2. a private individual or individuals operating as a landlord and taxed as a business or
3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from **property insured**

***Territorial limits***

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

***Virus or similar mechanism***

means program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs **computer systems data** or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

**2.** subject

- a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
- b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
  - i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
  - ii. the renewal premium due in respect of this section has been received by **us**

**Cover**

**We** will pay **you** for

1. damage to or the destruction of **property**
2. **business interruption** or book debts
3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property**

as insured by any other section of this policy occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**

Provided always that the insurance by this section is

1. not subject to
  - a. any of the General exclusions of this policy
  - b. any long term agreement or undertaking which may otherwise apply
  - c. any terms in this policy which provide for adjustments of premium

**Basis of settlement**

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most **we** will pay for any one **event** is the lesser of

1. the total sum insured or
  2. for each item its individual sum insured or
  3. any other limit of liability
- as stated in the relevant section of this policy less the **excess**

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy

## Exclusions

**We** will not be liable for any losses whatsoever

1. occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. arising under
  - a. marine aviation and transit policies
  - b. motor insurance policies
  - c. bankers blanket bond
3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - a. damage to or the destruction of any **computer system** or
  - b. any alteration modification distortion erasure corruption of **data**

whether **your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**

## Extension for act of terrorism triggered by remote digital interference

### Definitions specific to this extension

#### **Property/Property insured**

means as defined in this section but also excludes for the purposes of this extension

- a. any money (including money as defined in any Money (or Money with assault) section of this policy) currency electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever and
- b. any **data**

#### **Specific events**

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any **computer system**

Exclusion **3.** will not apply to **losses** provided that such **losses**

1. result directly (or solely as regards **3.** c. below indirectly) from **specific events** and
2. are not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
3. comprises
  - a. the cost of reinstatement replacement or repair in respect of damage to or destruction of **property insured** or
  - b. the amount of **business interruption** or book debts suffered directly by **you** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to or destruction of other **property** within one mile of the **property insured** to which access is affected or

- c. the amount of loss caused by the  
cancellation abandonment  
postponement interruption  
curtailment or relocation of an  
event as a result of damage to or  
destruction of **property** and any  
additional costs or charges  
reasonably and necessarily paid  
by **you** to avoid or diminish such  
loss

Notwithstanding the exclusion of **data** from **property** and **property insured** to the extent that damage to or destruction of **property** and **property insured** within the meaning of sub-paragraph 1. above indirectly results from any alteration modification distortion erasure or corruption of **data** because the occurrence of one or more **specific events** results directly or indirectly from any alteration modification distortion erasure or corruption of **data** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and **property insured** and otherwise falling within sub-paragraphs 1. and 3. above from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **data** be recoverable under this Terrorism section

### Condition

If **we** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**

Notwithstanding the above the burden of proof shall be upon us to prove or establish all the matters referred to in sub-paragraph 2. of the Extension for act of terrorism triggered by remote digital interference

# General information

## Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

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

Tel: 01708 850000  
Email: [enquiries@seib.co.uk](mailto:enquiries@seib.co.uk)

or

Ecclesiastical Insurance Office plc  
Benefact House,  
2000 Pioneer Avenue,  
Gloucester Business Park,  
Brockworth, Gloucester,  
GL3 4AW, United Kingdom

Tel: 0345 777 3322  
Fax: 0345 604 4486  
Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

## Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: 0800 0 234 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints handling procedure does not affect your right to take legal proceedings.

## The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised\* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:  
[www.fscs.org.uk](http://www.fscs.org.uk)

or write to:

Financial Services Compensation Scheme  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

\* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FCA's register by visiting the  
FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on  
0800 111 6768**

If you would like more information about  
Ecclesiastical visit us at:

**[www.ecclesiastical.com](http://www.ecclesiastical.com)**

We can provide this booklet, upon request,  
in large print, Braille, audio tape and e-text.

If you would like more information about  
SEIB Insurance Brokers Ltd, contact us at:

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

**Tel 01708 850000**

