



Policy Wording

Equine Business Insurance

Including optional cover for your home and its contents

Insurance provided by:



Insurance arranged by:



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About Your Policy

This Policy has been produced by Pen Underwriting Limited a Managing General Agent of the Insurers stated in the Schedule. The Insurers have delegated authority to Pen Underwriting Limited to underwrite insurance on their behalf. This Policy is arranged by SEIB Insurance Brokers Limited who are an insurance intermediary. The language of this Policy and all related communications will be in English.

This Policy wording explains the insurance provided under this contract. The Policy is a contract between You and the Insurer's stated in the Schedule. Any reference in this document to 'We', 'Us', 'Our' or the 'Insurer' is a reference to the Insurer's stated on the Schedule.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will pay a valid claim to You subject to the terms contained in or endorsed on the Policy.

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

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

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

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

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

Duty of Fair Presentation

This Policy is a contract between You and the Insurer.

Please read the whole document carefully. It is arranged in different Sections. It is important that

- You are clear which Sections You have requested and want to be included;
- You understand what each Section covers and does not cover;
- You understand Your own duties under each Section and under the insurance as a whole.

Please contact Your broker immediately if this document is not correct or if You would like to ask any questions.

Important Notice:

You are required to make a fair presentation of the risk to Insurers.

If You breach Your duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may

regard the Policy as if it never existed and are not required to return any paid premium to You.

If the breach was not deliberate or reckless, Insurer's remedy shall depend upon what Insurers would have done if You had complied with the duty of fair presentation:

1. Insurer's may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, You must return any payments made by Insurers under the terms of the Policy).
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2. above.

Terms and Conditions

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If You breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Authorised Signatory
Tom Downey



Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493).

Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales.
Company Number: 5172311.

Complaints

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

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

Address:
SEIB Insurance Brokers Limited
South Essex House
North Road
South Ockendon
RM15 5BE

Telephone: 0170 885 0000
Email: enquiries@seib.co.uk

Address:
Pen Underwriting Limited
Complaints
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

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

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

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

Address:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SRR

Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit their website at www.fscs.org.uk

The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Data Protection

Pen Underwriting Limited are the data controller of any personal data You provide. Pen Underwriting Limited collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop Pen Underwriting Limited products and services and to comply with Pen Underwriting Limited legal and regulatory obligations. This may involve sharing information with, and obtaining information from, Pen Underwriting Limited group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, Pen Underwriting Limited regulators or fraud prevention agencies.

Pen Underwriting Limited may record telephone calls to help Pen Underwriting Limited monitor and improve the service Pen Underwriting Limited provide as well as for regulatory purposes.

Please see Pen Underwriting Limited's Privacy Notice for further information on how Your personal data is used, shared, disclosed and retained, Your rights in relation to Your personal data and how to contact Pen Underwriting Limited's Data Protection Officer. Pen Underwriting Limited's Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time Pen Underwriting Limited may make important updates to Pen Underwriting Limited's Privacy Notice and these may in turn affect the way Pen Underwriting Limited use and handle Your data. Please ensure You review Pen Underwriting Limited's Privacy Notice periodically to ensure You are aware of any changes.

If You are entering into this agreement in the course of Your business, or as a charity, for charitable purposes and providing information on other individuals to Pen Underwriting Limited, for example Your employees and/or any other party that would be covered under the insurance Policy Pen Underwriting Limited may be placing or services Pen Underwriting Limited may provide to You, You shall ensure that individuals whose personal data You are providing to Pen Underwriting Limited have been provided with fair processing notices that are sufficient in scope and purpose, and that You have obtained all appropriate consents, where required, or are otherwise authorised, to

transfer the personal data to Pen Underwriting Limited and enable Pen Underwriting Limited to use the personal data and process the personal data for the purposes of this agreement and as set forth in Pen Underwriting Limited's Privacy Notice. You must not share personal data with Pen Underwriting Limited that is not necessary for Pen Underwriting Limited to offer, provide or administer Pen Underwriting Limited's services to You.

SEIB Insurance Brokers Limited Data Protection Notice

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

SEIB Insurance Brokers Limited is the data controller in respect of any personal data which You provide to SEIB Insurance Brokers or which SEIB Insurance Brokers hold about You and any personal data which is processed in connection with the services SEIB Insurance Brokers provide to You.

Where You provide SEIB Insurance Brokers with personal data about a person other than yourself (such as a dependent or named person under a Policy), You must inform them that You are providing their personal data to SEIB Insurance Brokers and will refer them to this notice.

To provide SEIB Insurance Brokers insurance related services. SEIB Insurance Brokers 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 SEIB Insurance Brokers are providing. In order to provide Your insurance Policy or when making a claim, SEIB Insurance Brokers 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.

SEIB Insurance Brokers 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 SEIB Insurance Brokers services will involve sharing Your personal data with, and obtaining information about You from, SEIB Insurance Brokers group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, SEIB Insurance Brokers service providers and professional advisors or business partners and SEIB Insurance Brokers regulators. In some circumstances SEIB Insurance Brokers may transfer Your personal data to countries outside of the European Economic Area. SEIB Insurance Brokers will put appropriate safeguards in place to ensure that Your personal data is protected.

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

Fraud Prevention

SEIB Insurance Brokers 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. If You make a claim, SEIB Insurance Brokers will share Your personal data (to the extent necessary) with other companies including other Insurer's and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB Insurance Brokers may appoint loss adjusters or external investigation services to act on SEIB Insurance Brokers behalf.

If false or inaccurate information is provided and fraud is identified, Your personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange and 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, SEIB Insurance Brokers 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 SEIB Insurance Brokers Privacy Policy at <http://www.seib.co.uk/about-us/privacy-policy> or contact SEIB Insurance Brokers Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850000 or email dataprotection@seib.co.uk

How to make a claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

We have assembled an experienced team who embody Our three key principles of:

Partnership – Working together to achieve the optimum outcome to the claim

Expertise – We employ staff and engage service providers who are experts in their field

No-nonsense – We apply a flexible and proactive approach to the claims process

To report a claim under any Section please contact:

Telephone: 01708 850000
Email: claims@seib.co.uk

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

Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

Agricultural Vehicles

means any tractor, all-terrain vehicle, quad bike or motorised implement used solely for Your Business excluding vehicles licensed for road use (including accessories thereon) caravans trailers powered watercraft or aircraft

All Other Contents

means:

- 1) deeds documents manuscripts and business books but only for the value of materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information contained therein
- 2) computer systems records but only for the value of the materials and the cost of clerical labour and computer time expended in reproducing such records other than any expenses in connection with the production of information to be recorded therein and not for the value to You of the information contained therein up to a maximum limit of £25,000 any Event of Damage
- 3) directors' or partners' or Employees' personal effects other than in motor vehicles up to a maximum of £1,000 in respect of any one person
- 4) Other equipment in the open yards, outbuildings and other storage buildings or storage containers at the Premises
- 5) Machinery

Building(s)

means property belonging to or for which You are responsible in the Event of Damage at the Premises that is unless otherwise stated in the Schedule and includes unless more specifically insured

- 1) landlord's fixtures and fittings
- 2) glass
- 3) outside buildings extensions gangways and annexes
- 4) walls gates fences yards driveways car-parks forecourts roads and footpaths
- 5) conveyors trunks lines wires service pipes and other equipment on the premises security lighting security cameras and other security or fire protection devices affixed signs television radio satellite receiving aerials communication aerials masts affixed to the building fixed poles fixed pylons and fitting

Buildings Covers

means property belonging to or for which You are responsible in the Event of Damage at the Premises and includes

1. Standard Construction Buildings
2. Non Standard Construction Buildings
3. Portacabins
4. Static mobile homes
5. Tenant's Improvements, alterations and decorations whilst in or on the Building(s)
6. Solar Panels and arena mirrors
7. Outdoor riding arena including the surface

Business

means Your business as stated in the Schedule

Company/Our/Us/We/Insurer

means insurers whose identity is stated in the Identity of Insurers attaching to the Schedule

Computer Equipment

means

- 1) all computer equipment (including interconnecting wiring fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding
 - 1.1) computers which are an integral part of any item of process or production machinery
 - 1.2) fixed vehicle satellite navigation systems
- 2) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access, equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices anti-theft devices which have been approved by Us gas flooding equipment and pipe work and computer room partitioning
- 3) programs and/or information stored upon fixed discs
- 4) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information thereon owned by or on deferred purchase leased hired rented or for which the You are responsible

Computer Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

Computer Virus

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

Communicable Disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, as an example, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission includes, as an example, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

Contents Covers

means Property belonging to or for which You are responsible in the Event of Damage at the Premises and includes unless more specifically insured:

- 1) Office Equipment
- 2) Computer Equipment
- 3) Horse Drawn Vehicles
- 4) Horse Trailers
- 5) Jumps and Judge Boxes
- 6) Stock
- 7) Agricultural Vehicles
- 8) All Other Contents
- 9) Rent Payable

Contractual Liability

means liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract

Conveyance

means any water and/or air and/or road and/or rail conveyances of every description

Damage

means physical loss or destruction of or damage to Property

Data

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

Denial of Service Attack

means any actions or instructions constructed or generated with the ability to Damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems

The definition of denial of service attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and among networks

Electronic Data

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

Employee(s)

means

- 1) anyone under a contract of service or apprenticeship with You
- 2) any
 - a) labour master or labour only subcontractor or person supplied or employed by them
 - b) self-employed person
 - c) person hired to or borrowed by You
 - d) person engaged under a work experience youth training or similar scheme
 - e) voluntary helper
 - f) outworker or homeworker

under Your control and supervision while working for You in connection with Your Business

Endorsement(s)

means the document(s) detailing modifications made to the insurance provided under the Policy or Section

Event

means any one occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause

Excess

means the amount You or any party entitled to indemnity will contribute in relation to every Event insured at each Premises each and every loss before We assume any responsibility to make a payment for and applies after the application of all other terms and Conditions including any Condition of Average (underinsurance)

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

All claims or series of claims arising out of any one Event, will be treated as one claim.

Goods

means the insured Property being types of goods stated in the Schedule that are new unused and of recent manufacture but does not include goods shipped on or above deck unless the goods are in fully enclosed metal containers or We state otherwise in the Schedule

Horse

means any horse, donkey, mule, ass or jennet used in connection with the Business

Horse Drawn Vehicle(s)

means any non-motorised carriage cart wagon or wheeled attachment which is designed to be pulled behind a Horse excluding caravans, trailer tents, catering trailers, exhibition trailers or items of Machinery

Horse Trailer(s)

means any non-motorised wheeled attachment which is designed to be towed by a motor vehicle for the carriage of Horses excluding caravans, trailer tents, catering trailers, exhibition trailers or items of Machinery

Incident

means an Event of Damage to insured Property used by Your Business carried on at the Premises

Insured/You/Your

means the person or corporate body or organisation detailed in the Schedule

Jumps and Judge Boxes

means Horse jumps and judge boxes

Livestock

means any dog, cattle, sheep, goats, pigs, poultry, working dogs, llamas, alpaca and other species as specified in the Schedule

Machinery

means non-motorised machinery plant that is Your Property or for which You are responsible while on the Premises excluding landlord's fixtures and fittings Stock Agricultural Vehicles and Property more specifically insured

Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

Non Standard Construction

means a Building not built of brick stone or concrete and roofed with slate tiles concrete, metal, asbestos or any other non-combustible material

Office Equipment

means equipment used specifically within the office or offices of your Business for the purpose of running your Business, including clerical equipment and documents.

Period of Insurance

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

Pollution or Contamination

means

1) pollution or contamination of Buildings or structures or of water or land/or the atmosphere

and

2) all loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

Premises

means the location of insured Property occupied by You for the purposes of Your Business and includes the grounds within the boundaries for which You are responsible as stated in each respective Section of the Schedule

Property

means material property

Proposal

means any completed proposal form and/or information provided by You or on Your behalf in connection with this insurance Policy including all declarations and/or statement of fact and/or instructions

Rent Payable

means rent for the Premises that You must legally pay whilst the Premises or any part of it are unusable as a result of insured Damage

Saddlery and Tack

means saddles bridles halters harnesses lunging equipment and other equipment used on the Horse but excluding any items worn by the rider

Schedule

means the document stating the operative Section(s) You have chosen the Period of Insurance and details Your Business the Limit of Liability or Sum Insured and/or total Sum Insured and/or insurance provided under the Sections(s)

Section(s)

means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

Solar Panels

means a panel designed to absorb the sun's rays as a source of energy for generating electricity or heating

Specified Perils

means the numbered specified perils detailed in the Material Damage Section of this Policy

Standard Construction

means a Building built of brick stone or concrete and roofed with slate tiles concrete, metal, asbestos or any other non-combustible material

Stock

means stock and materials in trade that is Your Property or for which You are responsible including hay straw shavings pellets and other bedding feed and supplements for Horse or Livestock while in the Buildings or in the open yards at the Premises

Suitably Qualified Veterinary Surgeon

means a veterinary surgeon listed under the UK Practising registration category of the Royal College of Veterinary Surgeons (RCVS) Register

Sum Insured

means the maximum amount We will pay for each item insured under any Section

System

means computers other computing and electronic equipment linked to a computer hardware software programs data electronic data processing equipment

Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Tenant's Improvements

means internal decorations to ceilings and walls and improvements and additions of a like nature belonging to

You or for which You are responsible for as a tenant and not owner of the Premises

Territorial Limits

means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not Offshore Activity

Terrorism

Not applicable to Liability Section

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

Transit

means from the time the Property is loaded into the carrying Conveyance and continues during the course of transit until the time it is unloaded at its destination including the period during loading and unloading on to or from the carrying Conveyance

Turnover

means the money paid or payable to You for goods sold and delivered and for services rendered in the course of Your Business at the Premises

Unattended

means where there is no one allocated responsibility for keeping the Property and/or Conveyance vehicle and/or trailer and/or Conveyance under observation with a reasonable prospect of preventing any unauthorised interference

Unoccupied

means any Building or any portion of a Building that is untenanted and/or unfurnished and/or no longer in active use and/or empty for a consecutive period of 30 days or longer

Policy Conditions

Alteration of Risk

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

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

Fraud

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

Cancellation

- 1) Your rights
 - 1.1) You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation and returning all documentation to Your insurance adviser. We will refund the full amount of any premium paid by You.

If a claim has been made or an Incident notified to Us that could give rise to a claim during the 'cooling off' period that Policy will be treated as in force and no such refund will be made.

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

- 1.2) You may cancel this Policy after the 'cooling off' period by sending written notice of cancellation to Your insurance advisor.

Such cancellation will be effective no more than 60 days after the date of notice. At Our discretion, in the event of non-payment of premium the cancellation shall be effective 14 days after the date of notice. Sending notice by post or email shall be sufficient notice and the

effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.

If You cancel this Policy then You may be entitled to a proportionate refund premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an Incident notified to Us which could give rise to a claim, during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

- 2) Our rights

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

If We cancel the Policy then You will be entitled to a proportionate refund of the premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an Incident notified to Us which could give rise to a claim during the Period of Insurance when no refund of premium will be made.

If You have made no payment in consideration of this Policy and then You fail to put this right when We ask You We may cancel this Policy by sending You 14 days written notice to Your last known address and then the Policy will be not taken up and will be treated as if it had never existed

- 3) Certificate of Insurance

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

Claims (Action to be taken by You)

Not applicable to the Business Interruption Section or Goods in Transit Section

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

- 1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- 2) notify Us and the police immediately that it becomes evident any Damage has been caused by Specified Perils 6) Malicious Persons and/or 16) Theft or Attempted Theft or relates to loss of Money and

take all practical steps to discover any guilty person and to trace and/or recover the Property insured or Money

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

Claims (Our Rights)

Not applicable to the Liability Section – this condition applies to the Material Damage Section, Business Interruption Section, Specified All Risks Section, Money Section, Good in Transit Section and Frozen Food Section.

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

- 1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured
- 2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become

bound to reinstate or replace any Property You shall at Your own expense produce and give to Us all such plans documents books and information as We shall reasonably require

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

Claims (Conduct and Control)

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

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

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

Claims (Contribution)

If at the time of any claim there is any other valid insurance which entitles the Insured to an indemnity or would have entitled the Insured to an indemnity if this Policy did not exist then the insurance afforded by this Policy will be in excess of and will not contribute with such other insurance

However this Condition does not apply in respect of any other insurance that is issued in the name of the Insured and specifically stated to be in excess of this Policy.

Claims (Reinstatement)

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

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

Claims (Subrogation)

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

Premium Adjustment

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

At all times You will allow Us to inspect such record and

shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the minimum premium chargeable for the Section as stated in the Schedule being retained by Us

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

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

Protections

Not applicable to the Liability Section You shall ensure that

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

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

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

Reasonable Precautions

You shall take all reasonable precautions

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

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

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

Subjectivity

- 1) We will clearly state in a subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You
 - 1.1) providing Us with any additional information requested by the required date(s)
 - 1.2) completing any actions agreed between You and Us by the required date(s)
 - 1.3) allowing Us to complete any actions agreed
- 2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

- a) modify the premium
- b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
- c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
- d) exercise Our right to cancel the Policy
- e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

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

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

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Cancellation 1) Your Rights applies
- 2) We may at Our option exercise Our rights under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 1) Your Rights applies

The above Condition does not affect Our rights at common law

Rights of Third Parties

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

Assignment

You shall not assign any of the rights or benefits under this Policy and/or any Section of this Policy without Our prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and/or any Section of this Policy

Several Liability

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

Policy Exclusions

War and similar risks

Not applicable to Employers' Liability Subsection of the Liability Section

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

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

Radioactive and Other Contamination

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

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such

isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes

- e) any chemical biological biochemical or electromagnetic weapon provided that
 - i) in respect of the Employers' Liability Subsection of the Liability Section or paragraphs a) and b) above shall only apply when You under a contract have
 - 1) undertaken to indemnify another party
 - 2) assumed liability which would not have attached in the absence of such contract
 - ii) paragraphs c) d) and e) above shall not apply to the Liability Section

Terrorism

Not applicable to Liability Section – refer separately to Liability Section for Terrorism specific cover and exclusions

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

- 1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
- 2) any act including but not limited to the use of force or violence and/or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear occurring other than in England Wales and Scotland

Including any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 1) or 2) above

- 3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

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

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

Date Recognition

Not applicable to Employers' Liability Subsection of the Liability Section

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

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
 - 2.1) computer data processing equipment or media Microchip integrated circuit or similar device or
 - 2.2) other equipment or System for processing storing or retrieving data or
 - 2.3) computer software whether Your Property or not to
 - a) recognise correctly any date as its true calendar date
 - b) capture save retain or correctly manipulate interpret or process any data information command/or instruction as a result of treating any date otherwise than as its true calendar date
 - c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date.

Indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section or in respect of subsequent Damage which itself results from Specified Perils 1) – 7) and/or 9) – 13) and/or 16) other than Theft or Attempted Theft by Employee but only where such Specified Perils are not stated to be otherwise excluded in the Schedule and Damage would otherwise be the subject of indemnity thereunder

Loss of Electronic Data

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

- a) loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions

and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire Lightning Explosion Aircraft Riot Civil Commotion Strikers Locked-Out Workers Malicious Persons Earthquake Subterranean Fire Storm Flood Escape of Water Impact Accidental Escape of Water Accidental Physical Damage Subsidence Ground Heave or Landslip

Sanction Limitation and Exclusion

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to our business (collectively, Sanctions).

Pen is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Pen or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

No Insurers shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law, or regulations of the European Union, United Kingdom or the United States of America.

Any insurance intermediary or broker who undertakes any insurance intermediation activity in relation to this Policy are required to similarly comply with laws applicable to us in respect of any services provided to Pen Underwriting or on Pen Underwriting's behalf.

To comply with Sanctions, Pen may be required to take actions such as freezing the funds of parties subject to Sanctions and making licence applications or notifications to relevant regulators. Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Pen will not be liable for this or for similar steps taken by third parties.

Communicable Disease Exclusion

Not applicable to Liability Section

We shall not provide indemnity under this Policy in respect of any loss, damage, liability, claim, cost, expense or other sum caused by a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, damage, liability, claim, cost, expense or other sum, includes, as an example, any cost to clean-up, detoxify, remove, monitor or test:

- i) for a Communicable Disease, or

- ii) any property that is affected by such Communicable Disease.

As used in this exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- c) the substance or agent includes, as an example, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- d) the method of transmission includes, as an example, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

This exclusion applies to all coverage, coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

For the avoidance of doubt this clause does not apply to the Business Interruption section extensions Infectious Equine Diseases or Veterinary Vaccination Costs

Northern Ireland Exclusion

Not applicable to Liability Section

We shall not provide indemnity under this Policy in respect of destruction or Damage or consequential or inevitable loss for such Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

Cyber Exclusion

This Policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:

1. the use of, or inability to use;
2. any error or omission relating to the use of; or
3. any hoax or threat relating to the use of;

any computer, computer system, computer software programme, code or process or any other electronic system

Material Damage Section

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

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Basis of Claims Settlement

means either A or B below depending on which is shown in the Schedule

A: Reinstatement – the amount payable in respect of insured Property will be the cost of the reinstatement of the Damage and for this purpose ‘reinstatement’ means

- 1) the rebuilding or replacement of Property Damage which provided Our liability is not increased may be carried out
 - 1.1) in any manner suitable to Your requirements
 - 1.2) upon another site
- 2) the repair or restoration of Property Damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new provided that
 - 2.1) Our liability for the repair or restoration of Property Damage in part only shall not exceed the amount which would have been payable had such Property been wholly lost
 - 2.2) each item insured is subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of reinstatement the sum representing 85 per cent of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement 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 shall bear to the sum representing the total cost of reinstating the whole of such Property at that time

- 2.3) no payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made
 - i) unless reinstatement commences and proceeds without unreasonable delay
 - ii) until the cost of reinstatement shall have been actually incurred
- 2.4) all the terms Conditions and Exclusions of this

Policy or Section shall apply

- i) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby
- ii) where claims are payable as if this Basis of Claims Settlement had not been incorporated including any Condition of Average (underinsurance)

2.5) You will at Your own expense provide all such plans documents books and information as may be reasonably required

2.6) We shall not be bound to reinstate exactly but only as circumstances permit

or

B: Indemnity – the amount payable in respect of Stock and/ or all other insured Property will be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property or any part of it provided that each item subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of Damage the Sum Insured for each item is less than 85 per cent of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property

Section Cover

This Section covers Damage at the Premises to any Property insured under this Policy occurring during the Period of Insurance caused by a Specified Peril described in this Section and not stated to be otherwise excluded in this Policy or the Schedule

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each Property Insured item stated in the Schedule under Buildings Cover and / or Contents Cover in respect of any one Period of Insurance or any limit stated in any Extension and/or Endorsement to this Section

Specified Perils

- 1) **Fire** but excluding Damage caused by
 - 1.1) Specified Perils 3) Explosion resulting from fire
 - 1.2) its own spontaneous fermentation or heating
 - 1.3) its undergoing any heating process or any process involving the application of heat
 - 1.4) Specified Peril 7) Earthquake

- 1.5) Specified Peril 8) Subterranean Fire
- 1.6) Specified Peril 2) Lightning
- 2) **Lightning**
- 3) **Explosion** but excluding Damage
 - 3.1) caused by or 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
 - 3.2) in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or under Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service
- 4) **Aircraft** or other aerial devices or articles dropped therefrom
- 5) **Riot Civil Commotion Strikers Locked-out Workers** or persons taking part in labour disturbances or Malicious Persons acting on behalf of or in connection with any political organisation excluding Damage
 - 5.1) arising from cessation of work or from confiscation or destruction or requisition by order of the Government or any public authority
 - 5.2) by Specified Peril 1) Fire caused by strikers locked- out workers or persons taking part in labour disturbances or Specified Peril 6) Malicious Persons
- 6) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding Damage
 - 6.1) by Specified Peril 16) Theft or Attempted Theft
 - 6.2) in respect of any Unoccupied Building
- 7) **Earthquake**
- 8) **Subterranean Fire**
- 9) **Storm** excluding Damage
 - 9.1) by Specified Peril 2) Lightning
 - 9.2) by frost or Specified Peril 15) Subsidence Ground Heave or Landslip
 - 9.3) to fences gates and moveable Property in the open unless the Building is also Damaged by the same Event
 - 9.4) to open sided or fronted Buildings or to the Property contained therein
- 9.5) by Specified Peril 10) Flood
- 9.6) to Buildings that are Non Standard Construction except this exclusion shall not apply where a Building is less than 10 years old at initial inception of the Policy or at any subsequent policy renewal or unless stated in the Schedule otherwise.
- 10) **Flood** excluding Damage by
 - 10.1) Specified Peril 9) Storm
 - 10.2) Specified Peril 11) Escape of Water
- 11) **Escape of Water** from any tank apparatus or pipe excluding Damage
 - 11.1) in respect of any Unoccupied Buildings
 - 11.2) by water discharged or leaking from any automatic sprinkler installation
- 12) **Impact** by any third party vehicle
- 13) **Accidental Escape of Water** from any automatic sprinkler installation in the Premises not caused by
 - 13.1) freezing whilst the Buildings belonging to You or for which You are responsible are Unoccupied
 - 13.2) Specified Peril 3) Explosion 7) Earthquake 8) Subterranean Fire or heat caused by Specified Peril 1) Fire
- 14) **Accidental Physical Damage** excluding
 - 14.1) Damage caused by
 - a) Specified Peril 1) – 13) and/or 15) – 17) as detailed in this Section and causes excluded therefrom whether these Specified Perils are insured or not
 - b) inherent vice latent defect gradual deterioration gradually operating cause wear and tear faulty or defective design or materials
 - c) faulty or defective workmanship operational error or omission on Your part or any Employee of Yours
 - d) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - e) change in temperature colour flavour texture or finish
 - f) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

- g) mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude Damage to surrounding Property not forming part of the same machine apparatus or equipment
- h) electrical or magnetic disturbance or erasure of electronic recordings
- i) acts of fraud or dishonesty
- j) unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
- k) You voluntarily parting with title or possession of any Property or rights to Property
- l) confiscation requisition seizure or destruction by order of the government or any public authority
- m) cessation of work
- n) the solidification of molten material unless such Damage is directly caused by any other Specified Peril not otherwise excluded
- 14.2) Damage to
- a) Buildings or structures caused by their own collapse or cracking unless resulting from any other Specified Peril not otherwise excluded
- b) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
- c) Property in the open or in Transit
- d) vehicles other than forklift trucks and vehicle accessories thereon licensed or intended to be licensed for road use caravans trailers railway locomotives rolling stock watercraft or aircraft
- e) Livestock growing crops or trees
- f) jewellery precious stones precious metals bullion furs curiosities rare books or works of art
- 14.3) Damage resulting from Property undergoing
- a) any process of production
- b) any process of packaging treatment testing commissioning cleaning servicing repair or any other similar process but this
- will not exclude Damage to surrounding Property
- i) not forming part of the same machine
- ii) not forming part of the same process of production or the same process of packaging treatment testing commissioning cleaning servicing repair or any other similar process
- 15) **Subsidence Ground Heave or Landslip** excluding Damage
- 15.1) arising from the settlement or movement of made- up ground or by coastal or river erosion
- 15.2) occurring as a result of the construction demolition alteration or structural repair of any Property at the Premises
- 15.3) arising from the settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslip
- 15.4) occurring prior to the inception date of the insurance under this Section
- 15.5) caused by subsidence ground heave of any part of the site on which the Buildings stand or landslip resulting from groundworks or excavation at the Premises
- 15.6) caused by subsidence ground heave of any part of the site on which the Buildings insured stand or landslip to the yards car parks roads pavements walls gates and fences unless the Buildings insured under this Section are affected at the same time
- 16) **Theft or Attempted Theft** including Damage
- 16.1) involving forcible and violent entry to or exit from Buildings
- 16.2) following assault or violence or threat of assault or violence to You or any partner director Employee of Yours or members or their families or any other person lawfully on the Premises
- 16.3) to the Premises for which You are responsible as a result of 16.1) above
- but We do exclude Damage
- a) caused by You or any partner director or Employee of Yours or any other person to whom Property has been entrusted excepting collusion
- b) in respect of
- i) coin and similarly operated gaming and/or amusement machines or their contents

- ii) money
- iii) Livestock growing crops or trees furs jewellery gold silver or other precious metals or precious stones or curiosities works of art or rare books except as provided for within All Other Contents
- iv) to Property in gardens yards open spaces or in open sided or fronted Buildings or in Buildings not on permanent foundations

unless We state otherwise in the Schedule

- 17) **Escape of Fuel Oil** from any fixed heating installation tank apparatus or pipe excluding Damage in respect of any Unoccupied Building

Section Extensions

The terms Conditions and Exclusions of this Policy and/or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Additional Metered Supply Charges

This Extension provides insurance for additional metered charges incurred by You or for which You are responsible as a result of Damage at the Premises

Our maximum liability is up to £10,000 in respect of any Event of Damage but excludes all and any claims where following discovery no remedial action is taken within 7 days of the Event of Damage

Annexes

The Buildings or other Property owned by You or for which You are responsible include

- 1) annexes conveniences external hoists gangways and staircases
- 2) extensions attached to any of the Buildings
- 3) sub-stations insured under the respective Buildings or other Property items to which such Property is attached or belongs

Automatic Reinstatement

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

Capital Additions

This Extension provides insurance for

- 1) alterations additions and/or improvements to the Property but not any appreciation in value
- 2) newly acquired and/or newly occupied Property provided Your interest is not otherwise insured

anywhere in the Territorial Limits

provided that

- a) at any one Premises this Extension will not exceed 10 per cent of the Sum Insured under the respective item or £500,000 in the aggregate in total whichever is the lesser
- b) You will advise Us
 - i) every 6 months in respect of any such alterations additions and improvements
 - ii) as soon as practicable of any newly acquired and/or newly occupied Property

You will pay the appropriate additional premium required from inception of any additional insurance provided

The additional Sum Insured declared will be added by Endorsement to the respective Schedule Sum Insured whereupon these provisions shall be fully reinstated

Collusion

If Specified Peril 16) Theft or Attempted Theft is operative this Section extends to include Damage resulting from collusion by any Employee of Yours provided such Damage is insured under Specified Peril 16) Theft or Attempted Theft 16.1)

Continuing Interest and Hire Charges

This Extension includes the continuing interest or hiring charges for Property that You are responsible for and are unable to recover under the terms of a lease or similar agreement following Damage to Property at the Premises

Our Limit of Liability under this Extension is £10,000

Contract Price

If a contract for the sale of Goods which are not yet delivered is cancelled following Damage to the Goods by reason of conditions attaching to the contract then We will pay the contract price to You less expenses not incurred

Where this Extension applies following Damage the value of all Goods will be ascertained on this basis

Debris Removal

This Extension includes costs and expenses necessarily incurred by You with Our consent in

- 1) removing debris from
- 2) dismantling and/or demolishing
- 3) shoring up or propping up

the portion or portions of the Property insured by the items stated in the Schedule following Damage

Our liability under this Extension in respect of any item shall in no case exceed the Sum Insured

This Extension does not include any costs and expenses

- a) incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto
- b) arising from Pollution or Contamination of Property not insured by this Section

Designation

We agree for the purpose of determining an item heading for any Property insured to accept the designation of such Property stated in Your accounts

Drain Clearance

This Extension provides insurance for costs and expenses necessarily incurred in clearing drains sewers and gutters on Your Premises where You are responsible and liable following Damage

European Union & Public Authorities

This Extension provides insurance for additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with

- 1) European Union legislation
- 2) Building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are hereinafter referred to as "the regulations"

in respect of the destroyed or Damaged Property thereby insured

This Extension does not apply to

- 1. the cost incurred in complying with the regulations
 - i) in respect of Damage occurring prior to the granting of this Section Extension
 - ii) in respect of Damage not insured by this Section
 - iii) where notice has been served upon You prior to the Damage occurring
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of undamaged Property or undamaged portions of Property of that portion of the Property destroyed or damaged
- 2. the additional cost that would have been required to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the regulations not arisen
- 3. 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 thereof by reason of compliance with the regulations

provided that

- 1) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to Our liability under this Extension not being thereby increased
- 2) if Our liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exclusions of this Section 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 this Section and Extension shall not exceed
 - 3.1) in respect of European Union legislation
 - a) where the Sum Insured by the Item applies to Property at more than one Premises 15 per cent of the total amount for which We would have been liable had the insured Property by the item at the Premises where Damage had occurred been totally destroyed
 - 3.2) in respect of building or other regulations under or framed in pursuance of any Act of Parliament and/or bye-laws of any public authority the Sum Insured

Exhibitions and Demonstrations

This Extension provides insurance for Damage to Property stated in the Schedule whilst at exhibitions and trade fairs including transit anywhere in the European Union (including air and sea transit within the European Union territories on recognised passenger and freight carriage routes unless more specifically insured) except that We will not be liable for:

- a) Damage to Livestock or Horses;
- b) Damage caused by theft or pilferage by an Employee either as a principal or accessory;
- c) Damage resulting directly from defective packing faulty assembly or dismantling;
- d) Damage recoverable under any other insurance or in any other way;
- e) Damage caused by theft or attempted theft but this exclusion will not apply where the theft or attempted theft takes place from a Building or a hard-covered motor vehicle and the theft or attempt theft meets the following conditions:
 - i) if the theft or attempted theft takes place from a Building the theft or attempted theft must

involve entry to or exit from the Building by violent and forcible means or must arise from robbery or attempted robbery; or

- ii) if the theft or attempted theft takes place from a hard-covered motor vehicle (not being any soft-top or open-top motor vehicle) belonging to or under the control of the insured the vehicle must be:
 - I. occupied by the Insured or an Employee; or
 - II. if Unattended all doors windows and other means of entry must be closed and locked and all keys must be removed to a place of safety; and
 - III. when the vehicle is left Unattended between the hours of 9pm and 6am the vehicle must be parked in a securely locked Building or garage or in a security compound that is permanently manned and protected by a controlled security barrier or the vehicle is fitted with an Thatcham category 3 mechanical immobiliser approved or unless as otherwise specifically agreed by the Insurer and brought into operation;

- e) Our maximum liability is up to £10,000 during any one Period of Insurance
- f) Damage to Saddlery and Tack and cups and silverware

Extinguishment and Alarm Resetting Expenses

This Extension provides insurance for costs necessarily and reasonably incurred by You in refilling fire extinguishing appliances replacing used sprinkler heads resetting fire and/or intruder alarms as a result of Damage to the Property insured

Fire Extinguishment Expenses

This Extension includes where not otherwise recoverable extinguishment expenses reasonably incurred by You in order to minimise Damage

Our maximum liability is up to £25,000 in respect of any Event of Damage

Index linking

The Sums Insured specified in the Schedule will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any Damage if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the Period of Insurance but at the end of the period We will calculate the renewal premium based on the revised Sums Insured.

Glass

This Extension provides insurance for Damage for which You are responsible including all fixed plain sheet and/or plain

plate glass in windows doors fanlights skylights partitions furniture displays show cases counters shelves neon and/or illuminated signs electric light fittings and fixed sanitary ware

Following Damage We will include costs necessarily and reasonably incurred for

- 1) damage to any lettering embossing beading silvering or ornamental work
- 2) boarding up repair and/or replacement of window frames framework security fittings and/or alarm foil
- 3) damage to Goods displayed provided such Damage was not a direct result of Specified Peril 16) Theft or Attempted Theft

This Extension does not include Damage caused by or arising from

- 3.1) repairs alterations or other fitting to the Premises
- 3.2) defects in frames and framework
- 3.3) any Unoccupied Building
- 3.4) faulty or defective workmanship on Your part or any of Your Employees
- 3.5) wear tear gradual deterioration mechanical or electrical breakdown of neon and illuminated signs and electric light fittings

Landscaping and Garden Restoration

This Extension provides insurance for the costs of restoration of gardens and ornamental features caused by the fire brigade or other emergency services attending the Premises following Damage to the Property insured

Our maximum liability is up to £20,000 in respect of any Event of Damage

Loss Minimisation and Prevention Expenditure

This Extension includes costs and expenses necessarily incurred by You with Our consent in

- a) preventing or reducing imminent Damage which would have been insured under this Section
- b) reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage provided that
 - i) the impending Damage was not reasonably foreseeable earlier and would not be the natural outcome if such costs and expenses were not incurred
 - ii) the impending Damage did not arise from any defect in the Property insured
 - iii) the Damage is not more specifically insured under this or any other policy bond indemnity security or other legally binding contract

Our maximum liability under this Extension shall not exceed £25,000 in respect of any one claim

Non-Invalidation

The insurance provided by this Section will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to You or beyond Your control provided that You give notice to Us immediately when You become aware of any act or omission or alteration and agree to pay any required additional premium

Other Interests

The interest of parties having a financial interest in supplying Property to You under a hiring leasing mortgage and/or similar agreement is noted by this Extension the nature and extent of any such interest to be disclosed in the Event of Damage

Professional Fees

This Extension provides insurance in respect of each Building and Machinery item for architect's surveyors legal and/or consulting engineer's fees incurred with Our consent in the reinstatement and/or repair of Property insured subsequent to insured Damage but We do not include any fees for preparation or presentation of any claim

Our maximum liability is up to the Sum Insured of any one Building or Machinery item during any one Period of Insurance

Replacement Locks

If Specified Peril 14) Accidental Physical Damage is operative this Section extends to include any of the keys of the Premises being stolen from You or any partner Director or Employee of Yours and if not recovered within 7 days We will pay for the replacement of the locks at the Premises to a standard equal to but not better than their original standard provided that We are notified of the Event within 7 days of it occurring

Our maximum liability is up to £5,000 during any one Period of Insurance

Seventy Two Hour Clause

In the Event of

- 1) Specified Perils 7) Earthquake or a series of earthquakes

or

- 2) Specified Perils 9) Storm or a series of storms or
- 3) Specified Perils 10) Flood or a series of floods

occurring within a 72-hour consecutive period they will be regarded as one Event provided that

- a) no one individual Earthquake Storm or Flood which occurs outside a 72-hour consecutive period will be accepted in that one Event

- b) You select the time when the 72-hour consecutive period commences
- c) the 72-hour consecutive period will not operate beyond either expiry of the Period of Insurance or the Policy Condition Cancellation agreed date

Sprinkler Upgrade Costs

This Extension includes additional costs of reinstatement incurred with Our consent to upgrade a sprinkler installation to comply with the current edition of the Sprinkler Rules of the Loss Prevention Council provided that the additional costs incurred are solely as a direct result of insured Damage

Our maximum liability is up to the Sum Insured of any one Building during any one Period of Insurance

Subrogation Waiver

We agree to waive any rights remedies and/or relief to which We may become entitled against any subsidiary or parent company of Yours or any fellow subsidiary where You are also a subsidiary as defined by current legislation

Temporary Removal – Documents

The insurance of deeds and other documents inclusive of any stamps thereon manuscripts plans and/or writings of every description and both written and/or printed books extends to cover such Property for an amount not exceeding £250,000 in the aggregate for any one event whilst temporarily removed to any premises not in Your occupation and in Transit within the Territorial Limits

This Extension does not include

- 1) computer systems records
- 2) Property that is otherwise insured

Temporary Removal – General

The Property stated in the Schedule except Stock is covered whilst temporarily removed from the Premises for cleaning renovation or repair elsewhere and in Transit within the Territorial Limits

Our liability under this Extension shall not exceed

£250,000 per item and £500,000 in the aggregate for any one event.

This Extension does not apply to

- 1) motor vehicles and motor chassis licensed for normal road use
- 2) Property not belonging to You other than Machinery

Theft Damage to Buildings

If Specified Peril 16) Theft or Attempted Theft is operative We will indemnify You for Damage to Buildings at the Premises for which You are responsible which does not involve forcible and violent entry to or exit from Buildings

Our maximum liability is up to £50,000 in the aggregate during any one Period of Insurance

Trace and Access

This Extension provides insurance for costs necessarily and reasonably incurred with Our consent in locating the source of any escape of water from any fixed domestic water services heating installation and/or escape of fuel oil including subsequent repair to walls floors or ceilings provided that

- 1) this Section Extension shall not apply to the cost of repairs to any fixed domestic water services or heating installation
- 2) Our maximum liability is up to £25,000 in respect of any Event of Damage

Transfer of Interest

If at the time of Damage You have contracted to sell Your interest in any insured Buildings and the purchase was incomplete but subsequently completes the purchaser on completion of the purchase and where no other insurance Policy exists to provide an indemnity to the purchaser against the Event of Damage You will be entitled to the benefit of this Section so far as the insurance relates to such Damage without prejudice to Your or Our rights and liabilities under this Section up to the date of completion

Workmen

Workmen are allowed in or about any of the Premises for the purpose of carrying out minor alterations repairs decorations and/or any maintenance without prejudice to this insurance

Section Conditions

Fire Alarms

You hereby undertake to

- 1) carry out and record the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
- 2) carry out and record the maintenance procedures specified by the manufacturers of the equipment
- 3) notify Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- 4) record details of all events such as alarm faults tests maintenance and disconnections a keep such details available for examination by Our representatives

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

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

Fire Break Doors and Shutters

All fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order

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

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

Fire Extinguishment Appliances

You shall inspect the appliances regularly and remedy promptly any defect disclosed by any such inspection or otherwise

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

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

Fire Extinguishment – Automatic Sprinkler Installations

In consideration of the discount and/or reduced rate granted for the automatic sprinkler installation(s) You will

- 1) conduct a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit unless
 - 1.1) this function is continuously monitored
 - 1.2) a ring circuit or one break of wire(s) will not prevent an alarm signal being transmitted
- 2) conduct a test at least once a week for the purpose of ascertaining the condition of
 - 2.1) the connection with the public fire station central fire alarm depot or public fire brigade control unless You have with a written undertaking from the public fire brigade that they will carry out this test
 - 2.2) the relevant batteries provided that where the circuit is not continuously monitored test must be made and recorded every working day
 - 2.3) have a contract with approved installing

- engineers providing for the maintenance of and half-yearly inspection of the installation(s) and obtain from them following each inspection certification that they are in satisfactory working order
- 2.4) conduct a test every week for the purpose of ascertaining that the alarm bell is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open
 - 2.5) conduct tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests
 - 2.6) conduct quarterly or half-yearly tests if required by Us to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
 - 2.7) remedy promptly any defect disclosed by such tests or otherwise
 - 2.8) notify Us before any installation is rendered inoperative or immediately in the event of emergency

We shall have access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation(s)

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

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

Intruder Alarm Installation

Where the Premises are protected by an Intruder Alarm Installation

- 1) such installation is not altered or amended in any way unless such amendment or alteration has been agreed in writing by Us
- 2) such installation is maintained under contract with the installers or as otherwise approved by Us
- 3) You shall immediately notify Us upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced delayed or withdrawn
- 4) the Premises will not be left Unattended without Our agreement

4.1) unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation

4.2) where the level of response is reduced to no police attendance or keyholder response only

5) You shall appoint at least 2 keyholders and lodge written details (which must be kept up to date) with the

5.1) alarm company

5.2) alarm receiving centre and

5.3) police and/or the local authority if they so require

6) in the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set a keyholder shall attend the Premises as soon as possible in order to confirm the security of the Buildings and reset the Intruder Alarm Installation in its entirety.

If the Intruder Alarm Installation cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a keyholder must remain at the Premises unless We agree otherwise

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

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

Section Exclusions

We will not indemnify You for

- 1) delay loss of market loss of use or subsequent or inevitable loss and/or Damage of any kind unless specifically insured as an item under this Section
- 2) Damage to any Property more specifically insured by You or on Your behalf
- 3) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by a Specified Peril that is not otherwise excluded
- 4) Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure
- 5) Damage to motor vehicles or their contents more specifically insured

EQUINE BUSINESS INSURANCE – MATERIAL DAMAGE SECTION

- 6) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment
- 7) Damage
 - 7.1) which originated prior to the inception date of this Section
 - 7.2) in respect of electrical appliances or installations caused by self-ignition short circuiting overrunning or excessive pressure
- 8) Damage attributable solely to change in the water table level
- 9) Damage to Horses, Livestock, growing crops or trees
- 10) Damage caused by deliberate or reckless or dishonest or fraudulent acts
- 11) the Excess amount stated in the Schedule

Business Interruption Section

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

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Additional Increased Cost of Working

means the insurance under this item extends to include further additional expenditure up to the Sum Insured stated in the Schedule beyond that recoverable under Gross Profit or Revenue necessarily and reasonably incurred during the Indemnity Period in consequence of the Incident

Annual Rent Receivable

means the Rent Receivable during the 12 months immediately before the Incident or for a New Business the proportionate equivalent for a period of 12 months of the Rent Receivable realised during the period between the date You commenced Your Business and the Incident

Annual Revenue

means the Revenue during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Revenue realised during the period between the date You commenced Your Business and the Incident

Annual Turnover

means the Turnover during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Turnover realised during the period between the date You commenced Your Business and the Incident

Business Interruption

means an Incident resulting from interruption of or interference with Your Business carried on at the Premises in consequence of an Incident

Customers Accounts

means all the credit accounts of Your Business.

Estimated Gross Profit

means the amount declared by You to Us as representing not less than the Gross Profit which it is anticipated will be earned by Your Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months

Estimated Rent Receivable

means the amount declared by You to Us as representing not less than the Rent Receivable which it is anticipated will be earned by Your Business during the financial year

most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months

Estimated Revenue

means the amount declared by You to Us as representing not less than the Revenue which it is anticipated will be earned by Your Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months

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 amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses

NOTE: For the purposes of this exclusion the amounts of the opening and the closing stock and work in progress and opening stock amounts shall be arrived at in accordance with the Insured's usual accounts methods due provision being made for depreciation

Rent Receivable

means the money paid or payable to You for tenancies and other charges and for services rendered in the course of Your Business at the Premises

Revenue

means the money paid or payable to You for services rendered in the course of Your Business at the Premises less the amount of any Uninsured Working Expenses.

Indemnity Period

means the period commencing from the date of the Incident and ending no later than the Maximum Indemnity Period stated in the Schedule during which the results of the Business are affected in consequence of the Damage.

Maximum Indemnity Period

means the number of months stated against each item detailed in the Schedule unless stated otherwise by Endorsement.

New Business

means for the purpose of any basis of claims settlement an Incident occurring before You have completed Your first 12 months Business trading at the Premises

Outstanding Debit Balances

means an estimate of the total debit declared at the time of the Incident adjusted for

- 1) bad debts

- 2) amounts debited or invoiced but not debited and credited including credit notes and money not passed through Your books of accounts at the time of the Incident to Customers Accounts in the period between the last statement date and Incident
- 3) any abnormal condition of trade which had or could have had a material effect on Your Business so that the figures adjusted shall represent as nearly as practicable those which would have applied at the Incident

Rate of Gross Profit

means the rate of Gross Profit earned on the Turnover during the financial year immediately before the Incident or for a New Business on the Turnover during the period between the date You commenced Your Business and the Incident

Standard Rent Receivable

means the Rent Receivable during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the date You commenced Your Business and the date of the Incident

Standard Revenue

means the Revenue during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Revenue realised during the period between the date You commenced Your Business and the date of the Incident

Standard Turnover

means the Turnover during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the date You commenced Your Business and the Incident

Turnover

means the money paid or payable to You for goods sold and delivered and for services rendered in the course of Your Business at the Premises

Uninsured Working Expenses

means any standing charges of Your Business not insured by this Section having been deducted in arriving at the Sum Insured noted in the Schedule to this Section

All the additional Section Definitions above will be subject to adjustments as may be necessary to provide for the trend of Your Business and for variations in or other circumstances affecting Your Business either before or after the Incident or which would have affected Your Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the

results which but for the Incident would have been obtained during the relative period after the Incident

Section Cover

Business Interruption occurring in the Indemnity Period following an Incident during the Period of Insurance caused by the operation of a Specified Peril insured under the Material Damage Section

Provided that at the occurring of the Business Interruption there shall be in force an insurance covering Your interest in the Property insured at the Premises against such Damage and that payment

- 1) shall have been made or liability admitted or
- 2) would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and/or Endorsement to this Section

Basis of Claims Settlement

The following settlement headings apply when the insured item(s) below are stated in the Schedule to this Section

Estimated Gross Profit or Gross Profit

means the insurance under this item is limited to loss of Gross Profit due to

- 1) reduction in Turnover and
- 2) Increased Cost of Working

and the amount payable as Indemnity thereunder shall be

- a) for 1) the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Incident
- b) for 2) the additional expenditure (subject to the provisions of the Uninsured Working Expenses) 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 Incident 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 Your Business payable out of Gross Profit as may cease or be reduced in consequence of the Incident

provided that if the Sum Insured by the item on Estimated Gross Profit or Gross Profit be less than the sum produced

by applying the Rate of Gross Profit to the annual Turnover or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced.

Estimated Revenue or Revenue

means the insurance under this item is limited to

- 1) loss of Revenue and
- 2) Increased Cost of Working

and the amount payable as Indemnity thereunder shall be

- a) for 1) the amount by which the Revenue during the Indemnity Period shall fall short of the Standard Revenue in consequence of the Incident
- b) for 2) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident 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 Your Business payable out of Revenue as may cease or be reduced in consequence of the Incident

provided that if the Sum Insured by the item on Estimated Revenue or Revenue be less than the Annual Revenue or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced

Estimated Rent Receivable or Rent Receivable

means the insurance under this item is limited to

- 1) loss of Rent Receivable and
- 2) Increased Cost of Working

and the amount payable as Indemnity thereunder shall be

- a) for 1) the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of the Incident
- b) for 2) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident 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 expenses and charges of Your Business payable out of Rent Receivable as may cease or be reduced in consequence of the Incident

provided that if the Sum Insured by the item on Estimated Rent Receivable or Rent Receivable be less than the Annual Rent Receivable or at a proportionately increased multiple

thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced

Increased Cost of Working

means the insurance under this item is limited to Increased Cost of Working and the amount payable as Indemnity shall be the additional expenditure incurred

- a) in moving to or from temporary Premises
- b) as rent rates taxes and expenses to equip and/or make suitable the temporary Premises for Your Business
- c) as staff payments or overtime
- d) for advertising

as We agree may be necessarily and reasonably incurred in order to minimise any interruption or interference with Your Business during the Indemnity Period in consequence of the Incident but limited for all additional expenditure to no more than 50 per cent of the Sum Insured by the item Increased Cost of Working during the first 3 months following the Incident or 10 per cent of the Sum Insured by the item Increased Cost of Working in any subsequent month

Additional Increased Cost of Working

means the insurance under this item is limited to Additional Increased Cost of Working and the amount payable as Indemnity shall be additional expenditure incurred as We agree may be necessarily and reasonably incurred in order to minimise any interruption or interference with Your Business during the Indemnity Period in consequence of the Incident beyond that recoverable as Increased Cost of Working provided for elsewhere in this Section.

Section Extensions

The terms Conditions and Exclusions of this Policy and/or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Specified and Unspecified Suppliers and Specified and Unspecified Customers

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section

- 1) to property at the premises of Your suppliers in the Territorial Limits as Specified or Unspecified Supplier(s) but excluding the premises of any supply undertaking from which You obtain gas electricity or water
- 2) to property at the premises of Your customers in the Territorial Limits as Specified or Unspecified Customer(s)

1) and 2) are stated in the Schedule as Specified and Unspecified Suppliers and Specified and Unspecified Customers

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Denial of Access

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section occasioned by Damage to Property within a one mile radius of the Premises which prevents or hinders the use or access to the Premises whether the Premises or Your Property suffers Damage or not but excluding Damage to Property of any supply undertaking from which You obtain gas electricity or water which prevents or hinders the supply of such services to the Premises stated in the Schedule as Denial of Access

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

This extension does not include any denial of access arising as a result of any Communicable Diseases.

Public Utilities

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section to property at the premises of any public supply undertaking including the land based lines and cables carrying the supply to the terminal point of Your Premises in the Territorial Limits from which You obtain gas electricity water or telecommunications but excluding

- 1) telecommunications where such failure is for a period of less than 24 hours
- 2) electricity gas or water where such failure is for a period of less than 1 hour
- 3) any failure caused by
 - a) the deliberate act of any supply authority or by the exercise by any such supply authority of its power to withhold or restrict supply due to drought or any other reason
 - b) strikes or any labour or trade dispute
 - c) other atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions
 - d) loss resulting from error or omission in the design plan or specification of such land based lines and cables operational error or omission faulty workmanship or faulty materials employed in the original product and/or original installation of such property

the Maximum Indemnity Period under this extension shall be 3 months and stated in the Schedule as Public Utilities and Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Murder or suicide, food or drink or poisoning

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of any of the following events under a) to c) which result in restrictions on the use of the premises or part thereof on the order or stipulation of a competent local authority:

- a) murder or suicide occurring at the premises
- b) injury or illness sustained by any visitor arising from or traceable to foreign or injurious matter in food or drink provided on the premises
- c) defects in the drains or other sanitary arrangements at the premises or the premises becoming infested with vermin or pests

provided that:

- i. Our maximum liability under this clause shall not exceed £25,000 in any one period of insurance
- ii. We shall not be liable for any amount which is recoverable from any government initiative scheme or payment from which the insured is entitled to benefit from
- iii. for the purposes of this clause maximum indemnity period shall mean the period during which the results of the Business are affected in consequence of the event beginning with the date when the closure of the premises or part thereof on the order or stipulation of any government or local authority is imposed and ending not later than 3 months after. Insurers shall not be liable under this clause for any interruption of or interference with the Business which exceeds 3 months in the aggregate within any one period of insurance

Clean-up costs

The cover under the Murder or suicide, food or drink or poisoning extension also extends to include costs and expenses necessarily incurred with Our consent in:

- a) cleaning and decontamination of Property used by You for the purpose of the Business (other than Stock and materials in trade) which has been affected by events noted under a) to c) under the Murder or suicide, food or drink or poisoning extension
- b) removal and disposal of contaminated Stock in trade at or from the Premises, use of which has been restricted on the order or advice of the competent local authority solely in consequence of an incident as defined above, provided that the Insurer's liability shall not exceed £5,000 in any one period of insurance after the application of all other terms and conditions of this Policy,

provided that Our liability shall not exceed £10,000 in any one Period of Insurance.

Infectious Equine Disease

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of any of the following events:

- a) any occurrence of an equine influenza disease at the Premises which is confirmed by a Suitably Qualified Veterinary Surgeon;
- b) any occurrence of an equine streptococcus equine (strangles) disease at the Premises which is confirmed by a Suitably Qualified Veterinary Surgeon;

- c) any occurrence of an equine venereal disease at the Premises which is confirmed by a Suitably Qualified Veterinary Surgeon;

provided that

- i. We shall not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property except as stated below;
- ii. the disease insured under a)-c) above first manifests itself during the Period of Insurance and is reported to Us within the Period of Insurance;
- iii. We shall be liable for loss arising only at the Premises which are directly subject to the incident;
- iv. We shall not be liable for Indemnity Period under this extension in excess of 14 days;
- v. We shall not be liable for any loss where You was or should have reasonably been aware of any Horse suffering from any disease stated under a)-c) above at the start of the Period of Insurance;
- vi. You shall give notice to Us immediately upon becoming aware of any circumstance which may give rise to a claim under this extension;
- vii. We shall not be liable for loss or liability arising from any equine disease other than those stated in a)-c) above;
- viii. Our maximum liability under this cover extension clause in respect of any one incident shall not exceed £10,000 any one claim and in the aggregate for the Period of Insurance.

It is a condition precedent to liability under this extension that;

1. all new Horses have recent veterinary certification and/or confirmation that the Horse has been tested and is free from disease before being allowed with other Horses, any new Horse without a recent veterinary certification and/or confirmation must be kept in a separate quarantine stable which is sufficiently isolated as to not pose any risk of potential transmission and undergo such veterinary tests before being allowed in contact with other Horses;
2. any Horse confirmed or suspected of having equine influenza, strangles or venereal disease must be kept in a separate quarantine stable which is sufficiently isolated as to not pose any risk of potential transmission and undergo veterinary treatment and/or vaccination until such Horse obtains veterinary certification and/or confirmation that the Horse has been tested and is free from disease and is allowed in contact with other Horses;

For the purpose of this extension quarantine means an area where the infected Horse or possibly infected Horse is removed from the area of other Horses and consists of a separate enclosure designated isolation. This isolation stall or enclosure must be located well away from high traffic areas associated with other

barns or training areas and other Horses. Animal caregivers must take precautionary measures to ensure that they do not transmit disease to other Horses through contaminated hands, clothing, equipment or tack. It is essential that the isolation facility has supervised oversight by an individual knowledgeable in disease control and quarantine procedures to avoid the possibility of contamination.

Veterinary Vaccination Costs

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of any Suitably Qualified Veterinary Surgeon confirming any Horse of having equine influenza, strangles or venereal disease then We shall pay the vaccination costs of any un-infected Horse at the Premises where any infected Horse is located up to:

- a) £50 any one Horse;
- b) £1,000 in the aggregate for the Period of Insurance.

Alternative Trading

If during the Indemnity Period goods shall be sold accommodation provided or services shall be rendered elsewhere than at the Premises for the benefit of Your Business either by You or by others on Your behalf the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the Turnover Revenue or Rent Receivable during the Indemnity Period

Automatic Reinstatement

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section shall not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

Bomb Scare or Unlawful Occupation

This Extension provides insurance for interruption of or interference with Your Business caused by

- 1) the suspected or actual presence of an incendiary or explosive device on or within a one mile radius of the Premises
- 2) occupation of the Premises or other property within a one mile radius by members of a terrorist or criminal organisation or other unlawful occupants

but this Extension does not include any

- a) Incident where interruption or interference is less than 48 hours duration
- b) any period other than the actual period of prevention or hindrance of access to the Premises
- c) eviction costs
- d) any Incident in Northern Ireland

This Extension only applies during the period beginning with the interruption of or interference and ends not later

than three months after that date during which time the subsequent results of Your Business are affected as a consequence of the interruption or interference

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Book Debts

The insurance by this Section extends to include an Incident where You are unable to trace or establish the Outstanding Debit Balances in whole or in part following Damage to Your books of account or other business books or documents at the Premises or any premises occupied by persons acting on Your behalf to which Your business records are temporarily removed or in Transit within the Territorial Limits but excluding an Incident resulting from

- 1) records being mislaid or misfiled
- 2) the deliberate falsification of records or by any bookkeeping accounting or other error or omission
- 3) dishonest or fraudulent act by Your Employees or by any person acting on their behalf

The insurance provided by this Extension is limited to an Incident You sustain in respect of Outstanding Debit Balances directly due to the Incident and the amount payable in respect of any one event of an Incident shall not exceed

- a) the difference between
 - i) the Outstanding Debit Balances and
 - ii) the total of the amounts received or traced in respect thereof

and

- b) the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Incident

provided that if the Sum Insured by this item be less than the Outstanding Debit Balances the amount payable will be proportionately reduced

Our maximum liability under this Extension shall not exceed the amount stated in the Schedule any one occurrence

It is a condition precedent to any liability of Ours under this Extension that

- a) You will keep a monthly record of the amounts outstanding in Your Customer Accounts as set out in Your books of account and that such records be kept at a place other than the Premises
- b) if there are fire-resisting safes or cabinets at the Premises Your books or records used for Your Business in which Customer Accounts are shown must be kept in such safes or cabinets when not in use

Departmental

If the Business be conducted in departments the independent trading results of which are ascertainable, the provisions of clauses a) and b) of the items on Estimated Gross Profit/Gross Profit or Estimated Revenue/Revenue under this Section shall apply separately to each department affected by the Incident, except that if the Sum Insured by the said item be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the Business whether affected by the Incident or not to its relative Annual Turnover or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced

Exhibition Sites

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage at any location within the Territorial Limits not in Your occupation where You are exhibiting Your goods for sale

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence or fifteen per cent (15%) of the Business Interruption Sums Insured any one occurrence

National Lottery

The Extension provides cover for loss resulting from interruption to of interference with Your Business at the Premises in consequence of an Employee or Employees terminating their employment with You as a direct result of a confirmed win during the Period of Insurance on the National Lottery in the United Kingdom,

Provided that after the application of all the terms, definitions, conditions and clauses, endorsements and exclusions under this Policy:

- i. Our liability under this Extension in total for all claims or series of claims, arising out of any one original cause will not exceed the Loss of Income Sum Insured or £100,000 whichever is the lower; and
- ii. the Indemnity Period under this Extension will not exceed 3 months

For the purposes of the Extension the definition of Employee shall mean: Any person whilst working for You in connection with the Business who is under a contract of service or apprenticeship with You.

For the purposes of this Extension the definition of Indemnity Period shall mean: The period beginning with the date of the confirmed win on the National Lottery and ending when the results of the Business will cease to be affected by such win.

Payments on Account

Payments on account will with Our consent be made to You during the Indemnity Period

Professional Accountants and Legal Fees

This Extension provides insurance for reasonable fees payable to Your

- | | |
|--|--|
| <p>1) professional accountants if at the time they are regularly acting on Your behalf to produce and/or report any particulars details other proofs information and/or evidence We may require investigating or verifying any claim from Your books of account or other business books and/or documents</p> | <p>explanation and other evidence as may be reasonably required by Us for the purpose of investigating or verifying the claim together with if requested provide a statutory declaration of the truth in respect of the claim and any relevant details</p> |
| <p>2) lawyer for determining contractual rights under any rent cessor or insurance break clause contained within a lease</p> | <p>3) any Payments on account of the claim already made will be repaid to Us if this Condition is not complied with</p> |

but this Extension does not cover any fees relating to the preparation of any claim

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Transit

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage to Property Insured whilst in transit by road or rail within the Territorial Limits but excluding Damage arising from impact to or collision with the conveying road or rail vehicle

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence or fifteen per cent (15%) of the Business Interruption Sums Insured any one occurrence

Section Conditions

Claims (Action to be taken by You)

It is a condition precedent to liability that

- 1) in the event of an Incident in consequence of which a claim is or may be made under this Section You will
 - a) notify Us as soon as is reasonably practicable
 - b) deliver to Us at your own expense within 7 days full details of any Incident caused by Specified Peril 5) Riot Civil Commotion Strikers Locked-out Workers or Specified Peril 6) Malicious Persons
 - c) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Your Business or to avoid or diminish the loss
- 2) in the event of a claim being made under this Section You will at Your own expense
 - a) as soon as is reasonably practicable deliver to Us in writing particulars of Your claim
 - b) together with details of all other insurances covering property used by You at the Premises for the purpose of the Your Business or any part of it or any resulting Business Interruption
 - c) deliver to Us such books of account and other business books vouchers invoices balance sheets and other documents proofs information

Condition of Average (underinsurance)

If the Sum Insured by items for Gross Profit Revenue or Rent Receivable is less than the corresponding Estimated Gross Profit Revenue or Rent Receivable figures disclosed by You then Our liability shall be limited to that proportion which the Sum Insured on each item bears in relation to the corresponding estimate

Current Cost Accounting

For the purpose of Section Definitions any adjustment implemented in current cost accounting shall be disregarded

Value Added Tax

To the extent that You are accountable to H.M. Revenue and Customs for Value Added Tax all terms in this Section shall be exclusive of such tax

Liability Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Asbestos

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

Bodily Injury

means physical or mental injury including death illness disease but not defamation

Excess

means the first amount payable to You or any other person entitled to indemnity of each and every claim before We shall be liable to make any payment

If any payment made by Us includes the amount for which You or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

Offshore Activity

means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation

Offshore Installation

means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been is or will be engaged in Production

Principal

means any person employer firm company ministry or authority for whom You carry out a contract for the performance of work

Product Supplied

means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by You in the course of Your Business in or from the Territorial Limits

Offshore Production

means the processes of prospecting for or extraction separation storage treatment or distribution of oil or gas

Terrorism

means any act including but not limited to the use of force or violence and/or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and/or to put the public or any section of the public in fear

Employers' Liability Subsection

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

Subsection Cover

We will indemnify You against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits arising out of and in the course of employment with You in connection with Your Business

Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Asbestos or Terrorism

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Employers Liability Limit of Liability applies

Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any

Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at Your request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- 1) the judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits
- 2) there is no appeal outstanding
- 3) if any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us

- 4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule

Work Overseas

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to any Employee whilst undertaking work on a temporary basis within any country outside of the Territorial Limits which is a member of the European Union provided that

- 1) any such Employee is ordinarily resident within the Territorial Limits
- 2) We shall not provide indemnity in respect of any amount payable under Workers' Compensation Social Security or Health Insurance legislation

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of which compulsory insurance or security is required to be arranged by You under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- 2) caused by or arising from any Offshore Activity

Public Liability Subsection

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

Subsection Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property
- 3) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- 4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

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

Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
 - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity

for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism

- 2) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Public Liability Subsection Limit of Liability applies

Buildings Temporarily Occupied

Subsection Exclusion 5.2) shall not apply to liability for Damage to Buildings including contents therein which are not owned leased or rented by You but are temporarily occupied by You for the purpose of maintenance alteration extension installation or repair

Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against You during the Period of Insurance provided that

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as Limit of Indemnity in the Schedule to this Subsection, whichever is lower
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
 - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 3.3) for the costs of replacing reinstating rectifying or erasing any personal Data
 - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
 - 3.5) against liability caused by or arising from the recording processing or provision of Data for reward or the determining of the financial status of a person

- 3.6) against Contractual Liability
- 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

Defective Premises Act

The indemnity provided by this Subsection shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises previously owned or occupied by You for purposes pertaining to Your Business and which have since been disposed of by You provided that We shall not provide indemnity against liability

- 1) for which indemnity is provided by any other insurance
- 2) for the costs of remedying any defect or alleged defect in such Premises

Leased or Rented Premises

Subsection Exclusion 5.2) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to You provided that We shall not provide indemnity against

- 1) Contractual Liability
- 2) the first £500 of each and every Event of Damage to Premises caused other than by fire or explosion

Motor Contingent Liability

Notwithstanding Subsection Exclusions 2.3) We will indemnify You and no other person for the purpose of this Extension against legal liability for damages in respect of Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by You being used in the course of Your Business provided that We shall not provide indemnity against liability

- 1) in respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon
- 2) for which indemnity is provided by any other insurance
- 3) caused or arising whilst such vehicle or trailer is
 - 3.1) engaged in racing pace-making reliability trials or speed testing
 - 3.2) being driven by You
 - 3.3) being driven with Your general consent or Your representative by any person who to Your knowledge or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - 3.4) used elsewhere other than within the Territorial Limits

Motor Vehicles

Subsection Exclusions 2.3) shall not apply to liability caused by or arising from

- 1) the use of plant as a tool of trade at Your Premises or on any site at which You are working
- 2) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- 3) the movement of any mechanically propelled vehicle not owned hired or borrowed by or leased to You or any other insured party on or under any Premises occupied by You where such vehicle is causing an obstruction and interfering with the performance of the Business
- 4) damage to visitors' or Employees' mechanically propelled vehicle (including contents and/or accessories) while parked within any car park for which You are responsible or on any Premises occupied by You provided that:
 - i) such vehicle is not lent or hired to You; or
 - ii) the damage to an Employee's vehicle does not arise out of the maintenance, operation or use of a vehicle by that Employee;
- 5) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that We shall not provide indemnity against liability
 - a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - b) for which indemnity is provided by any other insurance

Overseas Personal Liability

We will indemnify You or at Your request

- 1) any director partner or Employee of Your Business
- 2) any spouse or child of Yours or any persons stated who are accompanying such persons

against liability incurred by such persons in a personal capacity in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with Your Business provided that

- 1) any person entitled to indemnity under this Extension shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply
- 2) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Indemnity stated in the Schedule regardless of the number of persons claiming to be indemnified
- 3) We shall not provide indemnity against

- 3.1) Contractual Liability
- 3.2) liability for which indemnity is provided by any other insurance
- 3.3) liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension
- 3.4) liability in respect of Bodily Injury to any person entitled to indemnity under this Extension
- 4) liability caused by or arising from
 - 4.1) the ownership or occupation of land or buildings
 - 4.2) the carrying on of any business profession trade or employment

Pollution or Contamination Clean Up Costs

These definitions apply to this Extension wherever these words or phrases appear with an upper case letter

Environmental Legislation

means any legislation for the protection of the environment or control of Pollution or Contamination

Pollution or Contamination

means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Remediation

means works or operations to treat remove or dispose of Pollution or Contamination but excludes works or operations to

- 1) reinstate reintroduce or restore flora or fauna
- 2) restore natural habitats or species protected under Environmental Legislation

We will also indemnify You in respect of Pollution or Contamination occurring within the Territorial Limits caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and We will also indemnify You against

- 1) the costs of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental Legislation to be conducted by You and
- 2) liability for the costs of any Remediation conducted by any statutory authority or regulator and legally sought from You by that statutory authority or regulator in accordance with the terms of any Environmental Legislation provided that

- 2.1) all Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place
- 2.2) under this Extension We shall indemnify You only to the extent that the Remediation to which the indemnified costs relate is the minimum necessarily conducted under the provisions of Environmental Legislation
- 2.3) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation arising out of Pollution or Contamination
 - a) occurring outside the Territorial Limits
 - b) consisting of any radioactive substances or Asbestos
 - c) caused by any Product Supplied
 - d) caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft
 - e) arising out of genetically modified organisms
- 2.4) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation carried out on or in order to protect any Property belonging to or in Your custody or under the control other than premises leased rented hired and not belonging to You but temporarily occupied by You for the purpose of maintenance alteration extension installation or repair
- 2.5) Our liability under this Extension for costs payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in the aggregate exceed £1,000,000 or the amount stated as the Limit of Indemnity for the Public Liability Subsection in the Schedule whichever is the lower in the aggregate during any one Period of Insurance and the total amount payable
 - a) under this Extension and
 - b) otherwise under this Subsection for all damages in respect of Pollution or Contamination as defined in Policy Definitions which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the amount stated as the Limit of Indemnity for this Subsection in the Schedule
- 2.6) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation to the extent they relate to

- a) any measures to prevent the spread of any Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination
- b) the removal or disposal of any waste deposited by You or on Your behalf
- c) any amounts payable by way of compensation to third parties affected by such Pollution or Contamination
- d) any amounts payable by way of fines or penalties
- e) any costs and expenses incurred by You or prosecution costs and expenses awarded against You in connection with any criminal proceedings arising out of the Pollution or Contamination
- f) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to Event that caused the Pollution or Contamination

Work Overseas

The indemnity provided shall extend to apply in respect of liability caused by or arising from

- 1) work being undertaken on a temporary basis by any person within any country outside of the Territorial Limits which is a member of the European Union

Provided that such Employee is ordinarily resident within the Territorial Limits.

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) caused by or arising from the ownership or possession or use by You or on Your behalf of any
 - 2.1) aircraft or aerospace device or hovercraft
 - 2.2) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length
 - 2.3) mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a policy of insurance or other security, provided that if you are not entitled to indemnity from any other policy or security, this exclusion shall not apply to the bringing to or taking away of the load from any vehicle
- 3) caused by or arising from any Product Supplied after it has ceased to be in Your custody or under Your or

- any Employees control other than food or drink for consumption on Your Premises
- 4) Contractual Liability unless the sole conduct and control of claims is vested in Us but We will not in any Event provide indemnity in respect of liquidated damages or liability under any penalty clause or Damage to Property which comprises contract works executed
- 5) in respect of Damage to Property
 - 5.1) belonging to You
 - 5.2) in Your or any Employees custody or under their control other than personal effects including vehicles and their contents of any visitor director partner and/or Employee of Yours
 - 5.3) being that part of any Property on which You or any Employee or agent of Yours is or has been working where Damage arises out of such work
- 6) for the Excess amount stated in the Schedule to this Subsection other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to You

Products Liability Subsection

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

Subsection Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property

occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product Supplied

Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
 - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
 - 1.2) in respect of any Event occurring within or claims brought under the laws of the United States of America or Canada or any other territory which operates under such laws the Limit of Liability applicable shall be the maximum amount payable including any costs and expenses for which an indemnity is provided

- 2) Except as stated in paragraph 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Products Liability Subsection Limit of Liability applies

Consumer Protection & Food Safety Acts

We will provide indemnity to You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect of
 - 2.1) fines or penalties of any kind
 - 2.2) any circumstances for which indemnity is provided by any other insurance
 - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) in respect of Damage to or the costs or expenses of recalling repairing replacing altering removing or making any refund in respect of any Product Supplied caused by or arising from
 - 2.1) any defect in or the harmful nature of or the unsuitability for its intended purpose of such

Product Supplied

- 2.2) an error or fault in connection with the sale supply or presentation of such Product Supplied
- 3) caused by or arising from any Product Supplied whilst in Your custody or under Your or any Employees control
- 4) caused by or arising from any Product Supplied which to Your knowledge for
 - 4.1) use in or on any aircraft or aerospace device
 - 4.2) aviation or aerospace purposes
 - 4.3) use in the safety or navigation of marine craft of any sort
- 5) caused by or arising from any Product Supplied which to Your knowledge is for use in or supply to the United States of America or Canada
- 6) arising from a Contractual Liability other than liability arising out of a condition or warranty of goods implied by law
- 7) for the Excess amount stated in the Schedule to this Subsection

Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Public Liability Subsection Limit of Liability applies

Additional Activities

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to Your Business

- 1) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services
- 2) the ownership repair maintenance and decoration of Your Premises
- 3) private work carried out by any Employee with Your consent for any director partner or senior official of Yours
- 4) participation in exhibitions trade fairs conferences and the like
- 5) sponsorship of events or organisations or entities or individuals
- 6) repair maintenance or servicing of Your own mechanically propelled vehicles
- 7) provision of gifts and promotional material

Claimants' Costs and Expenses

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies

Costs of Court Attendance

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will reimburse You at the following rates per day for each day on which attendance is required

- 1) any director or partner of the Insured £500
- 2) any Employee £250

Cross Liabilities

If the Insured comprises of more than one party We will under the Public Liability and Product Liability Subsections provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Indemnity stated in the Schedule regardless of the number of persons claiming to be indemnified

Defence Costs and Expenses

We will provide indemnity in respect of all

- 1) costs incurred with Our written consent of legal representation at any
 - 1.1) coroner's inquest or other inquiry in respect of any death
 - 1.2) proceedings in any court in respect of any act or omission causing or relating to any Event
- 2) other costs and expenses incurred with Our written consent in relation to any matter

Forestry Commission and Ministry of Defence

We will indemnify You under any agreement between You and the Forestry Commission and or the Ministry of Defence in respect of liability assumed under the terms of the agreement provided that We shall not be liable for

- a) liquidated damages fines or penalties
- b) damage to any contract works
- c) damage to materials plant or equipment used in performance of the contract by You or Your principals or subcontractors

To the extent that may be required by such contract or agreement the Insurer will waive rights of subrogation against any party specified in the contract or agreement

Health and Safety at Work Act

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect of
 - 2.1) fines or penalties of any kind
 - 2.2) any circumstances for which indemnity is provided by any other insurance
 - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission
 - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
 - 2.5) proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed
 - 2.6) proceedings which relate other than to the health safety or welfare of any Employee and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed
 - 2.7) proceedings which relate to Products Supplied unless Products Liability Subsection is operative at the time when the offence was committed
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Horses under Your Care Custody and Control

The Schedule will show if this extension applies and the cover in force

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

Provided that Our liability for all damages payable by You under this Section in respect of all claims against You arising out of occurrences happening during the Period of Insurance shall not exceed the limit per Horse amount as

stated in the Schedule and in any event shall not exceed £100,000 in the aggregate during the Period of Insurance

We shall not be liable for:

- a) intentional slaughter except where We have agreed to the destruction or where a Suitably Qualified Veterinary Surgeon has certified that destruction is imperative for humane reasons. In such cases We shall have the right to a post mortem examination carried out by a Suitably Qualified Veterinary Surgeon.
- b) Injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of You or any of Your Employees
- c) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months.
- d) Injury to any mare occurring whilst said mare is:
 - i. being covered by a stallion.
 - ii. in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.
 - iii. at stud and Injury is directly attributable to the mare being in foal.
- e) injury illness or disease directly or indirectly arising out of the administration of any medicament or treatment by You or any of Your Employees unless under the direction of a Suitably Qualified Veterinary Surgeon.
- f) injury illness or disease to any Horse owned by You or any director partner or any member of their family.

Indemnity to Other Persons

We will also provide indemnity as if a separate Policy had been issued

- 1) to the legal personal representatives of Yours or any other person entitled to indemnity under this Policy but only in respect of liability incurred by You or such other person
- 2) to any Principal but only to the extent required by the contract for work and not any Principal who is located within the United States of America or Canada
- 3) to any owner of plant hired to You but only to the extent required by the conditions of the contract of hire not any such owner who is located within the United States of America or Canada
- 4) at Your request to
 - 4.1) any officer or member of Your catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first

aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided

- 4.2) any director or partner or Employee of Yours while acting in connection with Your Business in respect of liability for which You would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against You

provided that

- a) any persons specified above shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply
- b) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Indemnity stated in the Schedule regardless of the number of persons claiming to be indemnified

Landowners Indemnity

We will indemnify any landowner in the same manner as You on whose land events or other activities organised by You are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only provided that the landowner shall observe the terms conditions and exceptions of this Policy.

Manslaughter and Corporate Manslaughter Defence Costs

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) Our liability under this Extension for all costs and expenses shall not exceed £1,000,000 or the amount stated as the Limit of Indemnity for the Public Liability Subsection in the Schedule whichever is the lower in the aggregate during any one Period of Insurance
- 3) all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability
- 4) We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment
- 5) We shall not provide indemnity in respect of

- 5.1) fines or penalties of any kind or the cost of implementing any remedial order or publicity order
- 5.2) costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against You or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed
- 5.3) costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance proceedings
 - a) brought within any country outside of the Territorial Limits
 - b) consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - c) which arise out of any activity or risk excluded by this Policy
 - d) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business
 - e) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed
 - f) which relate to Products Supplied unless the Products Liability Subsection is operative at the time when the offence was committed
- 6) the director or partner or Employee shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Member to member

Unless indemnity is provided by any other insurance You are deemed to include the individual members of Your riding club riding school or equestrian centre who shall be indemnified as if a separate Policy has been issued to each member provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Indemnity stated in the Schedule regardless of the number of persons claiming to be indemnified

Extended indemnity

The insurance by this section is extended to indemnify You any other insured party and/or any rider of a Horse which

has received the Your express prior permission to do so for legal liability to pay damages including claimant costs recoverable from You as a result of bodily injury personal injury damage or denial of access that occurs whilst riding for personal purpose and pleasure on a Horse belonging to or in the care custody or control of You.

This extension shall not cover liability that arises out of the above where a fee has been charged and such use is in connection with the Business.

Section Conditions

Avoidance of Certain Terms and Rights of Recovery

The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within the Territorial Limits or Offshore Installations within the continental shelf around those countries may require but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

Claims (Contribution)

If at the time of any claim there is any other valid insurance which entitles the Insured to an indemnity or would have entitled the Insured to an indemnity if this Policy did not exist then the insurance afforded by this Policy will be in excess of and will not contribute with such other insurance

However this Condition does not apply in respect of any other insurance that is issued in the name of the Insured and specifically stated to be in excess of this Policy

Claims (Discharge of Liability)

We may at any time at Our sole discretion

- 1) under Employers' Liability Subsection pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims
- 2) under Public Liability or Products Liability Subsections pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment

provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable Our liability under Public Liability or Products Liability Subsections for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims

Statutory requirements and licenses

It is agreed as a condition precedent to Our liability under this Section that You shall:

1. comply with all statutory requirements concerning the inspection of machinery and equipment;
2. obtain the necessary Local Authority licence(s) to conduct Your Business and take all reasonable steps to implement and maintain in force any and all control measures stated in the relevant operating schedule in order to comply with the regulations. Further if such licence is withdrawn or revoked then this insurance shall terminate with immediate effect;
3. comply with all necessary requirements under the Riding Establishment Act 1964 & 1970 in operating Your Business. If any licence under such act is withdrawn or refused then cover shall cease immediately.

Section Exclusions

We shall not provide indemnity

- 1) under the Public Liability or Products Liability Subsections against liability in respect of Pollution or Contamination occurring
 - 1.1) within the United States of America or Canada
 - 1.2) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance

provided that

in respect of any liability for which indemnity is not excluded under Exclusion 1. 2) above

- a) all Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place
- b) the liability for all damages under the Public Liability or Products Liability Subsections payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections
- 2) under the Public Liability or Products Liability Subsections against liability caused by or arising from advice design or specification You provided for a fee
- 3) under the Public Liability or Products Liability Subsections against liability
 - 3.1) in respect of mental injury mental anguish or shock or fear of suffering death Bodily

Injury illness or disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos

- 3.2) for the costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos
- 4) against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 5) under the Public Liability or Products Liability Subsections against liability caused by or arising from by any child under 4 years of age undertaking Horse riding activities whilst under the instruction or guidance of You unless specifically agreed by Us in writing
- 6) under the Public Liability or Products Liability Subsections against liability caused by or arising from any activity that is not within the normal course of business of a riding instructor riding school or equestrian centre unless specifically agreed by Us
- 7) under the Public Liability or Products Liability Subsections against liability caused by or arising from any person not wearing the appropriate headgear that meets current British Standards whilst riding including mounting and dismounting
- 8) under the Public Liability or Products Liability Subsections against liability caused by or arising from any Horse which is no longer under the care custody and control of You due to such Horse being sold or transferred to a third party.

However this exclusion shall not apply to

- a) liability that arises prior to the sale or transfer of any Horse and which arises in connection with such sale or transfer of any Horse provided such liability arises from a Horse still under the care custody and control of You and such liability falls within the terms of the Liability Section extension Horses under Your care custody and control
- b) liability that arises after the sale or transfer of any Horse only where the sale of the Horse is directly related to Your Business as noted in Your Schedule
- 9) under the Public Liability or Products Liability Subsections against liability caused by or arising from any unaccompanied hacks where Your Business is a riding school or where You are required to be licensed under the Riding Establishments Act 1964 & 1970

Specified All Risks Section

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

Section Cover

Damage occurring during the Period of Insurance to Property in connection with the Business as stated in the Schedule in the Geographical Limits as stated in the Schedule

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown for each Item in the Schedule in respect of any one Period of Insurance

Section Extensions

Automatic Reinstatement

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

Section Conditions

Average

If the value of each item shall at the time of the Damage be greater than the Limit for any one item as stated in the Schedule then You will be considered as being Your own insurer for the difference and shall bear a rateable share of the Damage accordingly

Vehicle Protection

Whenever items insured are left in Unattended vehicles the Insured must ensure that

- a) all security locks alarms and other security devices are maintained in an efficient working condition
- b) all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative whenever the vehicles are left Unattended
- c) vehicles are contained in a securely locked Building if left Unattended overnight (for the purpose of this Section overnight shall mean from 9.00pm, or whenever the vehicle was last occupied whichever is the earlier, to 6.00am or until the Vehicle is first used whichever is the later)

Saddlery and Tack

Notwithstanding the Vehicle Protection condition where Saddlery and Tack is insured under this Policy whilst away from the Premises at an equine event show or exhibition then it is a condition precedent to the Insurer's liability that:

1. the Saddlery and Tack is stored within a securely locked horsebox or trailer or
2. the Saddlery and Tack is stored within a securely locked cabinet or locker which is attached to a horsebox or trailer in such a way as to prevent its unauthorised removal
3. the Saddlery and Tack is stored out of sight in a securely locked luggage boot of a vehicle

Furthermore notwithstanding the above or the Vehicle Protection condition where Saddlery and Tack is insured under this Policy whilst away from the Premises but You are not attending an equine event show or exhibition then it is a condition precedent to the liability of the Insurer that the Saddlery and Tack is stored within a Building built of Standard Construction.

Section Exclusions

We shall not provide indemnity for

- 1) subsequent or inevitable loss of any kind
- 2) Damage caused by
 - a) inherent vice or latent defect or gradual deterioration or wear and tear or frost or change
 - b) in water table level or its own faulty or defective design or materials and gradual operating cause
 - c) faulty or defective workmanship or operational error or omission on Your or any Employees part but this will not exclude subsequent Damage which itself results from a cause not being otherwise excluded
- 3) Damage caused by
 - a) corrosion or rust or wet or dry rot or shrinkage or evaporation or loss of weight or dampness or dryness or marring or scratching or vermin or insects
 - b) change in temperature or atmospheric or climatic conditions
 - c) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

 - i) Damage which itself results from any operative Specified Peril under the Material Damage Section or from any other cause not otherwise excluded

- ii) subsequent Damage which itself results from a cause not otherwise excluded
- 4) Damage from Unattended Conveyance vehicle and/or trailer unless the Property is kept within the boot or secure compartment which is secured by all locks and other protections
- 5) Damage caused by
 - a) acts of fraud or dishonesty by Your Employees
 - b) unexplained disappearance or unexplained or inventory shortage or misfiling or misplacing of information
 - c) any process of fitting or testing or servicing or repair or renovation or adjustment
- 6) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by any operative Specified Peril under the Material Damage Section
- 7) Damage caused by the accidental or deliberate introduction of a Computer Virus or other instruction information or code into any electronic equipment
- 8) Damage to Saddlery and Tack unless
 - a) at the time of Damage they were stored at the Premises within a Building of Standard Construction unless otherwise specifically agreed by Us and endorsed otherwise on the Schedule
 - b) on the Schedule it is stated for Saddlery and Tack 'Geographical Limits of the UK or EU or Worldwide' then
 - i) whilst away from the Premises but not at an equine event show or exhibition the Saddlery and Tack is stored within a Building built of Standard Construction
 - ii) whilst at an equine event show or exhibition either;
 1. the Saddlery and Tack is stored within a securely locked horsebox or trailer or
 2. the Saddlery and Tack is stored within a securely locked cabinet or locker which is attached to a horsebox or trailer in such a way as to prevent its unauthorised removal
 3. the Saddlery and Tack is stored out of sight in a securely locked luggage boot of a vehicle
- 9) Damage to Saddlery and Tack occurring as a result of theft or attempted theft unless such theft or attempted theft involves forcible or violent entry or exit from the Building vehicle horsebox trailer cabinet or locker the Saddlery and Tack is being stored within
- 10) Damage to Horses Livestock growing crops or trees
- 11) Damage to property more specifically insured
- 12) the Excess amount stated in the Schedule

Money Section

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

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Money

means the face value of cash (notes and coins) cheques giro cheques travellers cheques postal or money orders bankers drafts current postage and revenue stamps unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds holiday with-pay stamps bills of exchange credit and debit card sales vouchers luncheon vouchers consumer redemption vouchers trading stamps gift tokens VAT purchase invoices all pertaining to Your Business and belonging to You or for which You are responsible

Basis of Claims Settlement

means the amount payable will be the value of the Money up to the Limit of Liability or other Property insured at the time of the Damage or at Our option the reinstatement or replacement of such other property or any part of it

Benefits

means the amounts payable in respect of

- a) death
- b) loss of limbs which shall mean total loss of use or loss by physical separation at or above the ankle or wrist of one or more limbs
- c) loss of sight which shall mean total irredeemable and irrecoverable loss of sight in one or both eyes
- d) permanent total disablement which shall mean permanent total disablement from engaging in or attending to Business of any kind
- e) temporary total disablement which shall mean temporary disablement entirely preventing the Insured Person from engaging in or attending to his or her usual occupation

Bodily Injury

means physical or mental injury caused solely by assault following Specified Peril 16) Theft or Attempted Theft but not disease

Business Hours

means the period during which the Premises are occupied for Your Business and during which You or any Insured Person entrusted with Money is in the Premises or at the sites of contract

Insured Person

means You or any partner director or Employee of Yours

Section Cover

Loss of Money by any cause occurring at the Premises or in transit or at a private residence of Yours or an Insured Person anywhere within the Territorial Limits during the Period of Insurance

Limit of Liability

Our liability under this Section shall not exceed the Limits and/or Benefits stated in the Schedule

Section Extensions

The terms Conditions and Exclusions of this Policy and/or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Bank Night Safe

This extension provides insurance for Money deposited in a recognised bank night safe until processed into Your account up to the amount specified under item (a) of the schedule of limits

Company Credit Cards

This extension provides insurance for losses incurred by You following theft of a company credit card by a third party not being an Insured Person

This extension applies only in respect of unauthorised use of a company credit card by the said third party subject to a limit of £1,000 for any one Event and not exceeding £5,000 for any one Period of Insurance provided that

- 1) You fully comply with the terms and conditions imposed by the issuer of the card
- 2) any losses being reported to the police and the issuer of the card within 24 hours of discovering the loss
- 3) Our liability shall not apply in respect of any losses recoverable from or cancelled or rescinded by the issuer of the card

Damage to

- 1) cases bags belts or waistcoats whilst being used for the transit of Money
- 2) safes strong rooms and stamp franking machines
- 3) cash registers provided they are left open outside of Business Hours

that are Your Property or for which You are responsible caused directly by Specified Peril 16) Theft or Attempted Theft or any attempted theft of Money

Fidelity

This Extension provides insurance for theft of Money arising from any act of fraud or dishonesty by any Insured Person provided that the theft of Money is discovered by You within 30 days of an act of fraud or dishonesty having first been committed by such Insured Person whether acting solely or in collusion

Our maximum liability is up to £10,000 for any one Period of Insurance

Keys

This Extension provides insurance for the cost of replacement keys or lock mechanisms of safes or strong rooms with Our consent following theft of keys by force or violence

Our maximum liability is up to £5,000 any one Event and £10,000 any one Period of Insurance

Non-negotiable Money

Crossed cheques crossed money orders crossed postal orders crossed bankers drafts unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds credit and debit card sales vouchers and VAT purchase invoices subject to a limit of £250,000 for any one Event

Bodily Injury

We will pay Benefits stated in the Schedule in respect of any Bodily Injury sustained by any Insured Person in the course of the Your Business where such Bodily Injury arises directly from assault following Specified Peril 16) Theft or Attempted Theft provided that

- 1) Benefits shall be payable only under one of items 3 a or 3 b or 3 c of the Schedule
- 2) Benefits shall not be payable to any person whose age exceeds 70 years

Personal Effects

This extension provides insurance for Damage to clothing or personal effects other than motor vehicles of any Insured Person following Specified Peril 16) Theft or Attempted Theft

Our maximum liability is up to £1,000 per person

Vending Machines

This extension provides insurance for loss of Money by forcible and violent means from any vending machine at the Premises

Our maximum liability is up to £250 for any one Event

Section Conditions**Claims (Personal Accident / Assault)**

In the Event of any Bodily Injury giving rise to a claim under this Section the Insured Person will

- 1) place themselves under the care of a registered medical practitioner
- 2) submit certificates information and evidence to support a claim at Your own expense
- 3) submit to any medical examination as may be required by Us at Our expense

Escorts Condition

Any Money whilst in transit shall be accompanied at all times by an escort of able-bodied adult persons not less in number than those specified hereunder:-

No. of People	Lower Limit	Upper Limit
1	£1	£2,500
2	£2,501	£5,000
3	£5,001	£7,500
4	£7,501	£10,000
Security Company	£10,001	£250,000

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

Safe Keys

Safe keys be removed from the Premises outside Business Hours

Money Records

A complete record of all Money and Non-negotiable Currency, on the Premises must be kept in a secure place other than in any safe or other receptacle containing the Money or Non-negotiable Currency

Section Exclusions

We shall not provide indemnity for

- 1) depreciation in value dishonoured cheques or the use of counterfeit Money
- 2) any shortage of Money arising from error or omission
- 3) loss from
 - a) gaming and amusement machines
 - b) any automated teller machine or cash dispensing machine
- 3) loss of Money during transit by unregistered post
- 4) loss of Money from any Unattended Conveyance
- 5) subsequent or inevitable loss of any kind

Goods in Transit Section

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

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Insured Conveyance

means the method of transporting the Property as stated in the Schedule

Goods

means goods or merchandise related to Your Business which You own or for which You are responsible unless We state otherwise in the Schedule

Section Cover

Damage to Goods whilst in Transit within the Territorial Limits by any Insured Conveyance

Limit of Liability

Our liability under this Section shall not exceed the Limits of Liability stated in the Schedule or Limit stated in any Extension

Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Extensions and where no Limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Clothing and Personal Effects

This Extension provides insurance for Damage caused by or following accident to the Insured Conveyance vehicle and/or trailer to any item owned worn or carried by a director partner or Employee whilst in Transit and going about Your Business

Our maximum liability is up to £500 any director partner or Employee

Tarpaulins Sheets Ropes

This Extension provides insurance for Damage to tarpaulins sheets ropes securing chains packing materials dunnage and toggles owned by You or for which You are responsible provided that Damage is caused whilst such Goods is in use on the Insured Conveyance vehicle and/or trailer owned or operated by You

Our maximum liability is £1,500 any one loss

Tools and Samples

This Extension provides insurance for Damage to directors' partners' or Employees' tools and samples on the Insured Conveyance vehicle and/or trailer

Our maximum liability is up to £500 per vehicle and/or trailer unless We state otherwise in the Schedule

Section Conditions

Average (Underinsurance)

If the value of the Property on any one Insured Conveyance shall at the time of the Damage be collectively greater than the Limit for any one Insured Conveyance stated in the Schedule then You will be considered as being Your own insurer for the difference and shall bear a rateable share of the Damage accordingly

Claims (Action by the Insured)

It is a condition precedent to Our liability that in the Event of Damage You will

- 1) notify Us immediately of any Event which might give rise to a claim under this Section
- 2) hold liable any responsible carrier bailee or other third party in accordance with their Particular terms of trade
- 3) provide Us with a written report of the Event as soon as possible
- 4) notify the Police as soon as possible of any Specified Peril 6) Malicious Persons and/or 16) Theft or Attempted Theft to the Property insured

Debris Removal

We agree to pay the costs and expenses necessarily incurred by You with Our consent in

- 1) removing debris and/or damaged Property
- 2) dismantling and/or demolishing the damaged Property
- 3) shoring up and/or propping
- 4) the transfer of the Property from one Insured Conveyance to another following an accident to the original Insured Conveyance where there has been Damage to the Property or there would have been but for the action taken to prevent Damage to the Property which is recoverable under this Section

but excluding

- a) any expense incurred in consequence of or to prevent or mitigate Pollution or Contamination or any threat or liability thereof
- b) the cost of removal of the Property from any Insured Conveyance
- c) costs incurred in respect of obligations under pollution statutes or the actions of governmental or

other executive body

Our maximum liability is up to £10,000 or 20 per cent of the Property Item stated in the Schedule whichever is the lesser any one loss

Own Vehicle Security

We will not be liable for Damage caused by Specified Peril 6) Malicious Persons and/or 16) Theft or Attempted Theft whilst the Property is on or contained in any Unattended Insured Conveyance vehicle and/or trailer owned or operated by You

- 1) unless at the time of being left loaded and Unattended
 - a) all doors and openings are locked
 - b) the ignition and any other security keys are removed
 - c) windows and other means of access adequately and properly secured
 - d) any audible alarm and/or immobiliser is set in operation
 - e) whenever possible the Property is kept in the boot or secure compartment of an Unattended Conveyance or where no boot or secure compartment exist the Property must be covered over and hidden from view

and
- 2) during these periods
 - a) after the completion of the driver's working day
 - b) between the hours of 21.00 hours or when the Conveyance vehicle and/or trailer was last occupied whichever is the earlier and until the Conveyance vehicle and/or trailer is first used or 06.00 hours whichever is the later
 - c) on non- working days

unless the Unattended Conveyance vehicle and/or trailer is

 - i) garaged in a fully enclosed and securely locked Building
 - ii) in a secure park which provides 24 hour human surveillance and perimeter gates and other entrances locked
 - iii) in a public car park while under surveillance by the driver or other responsible person authorised by You

or when the Property is removed from the Unattended Conveyance vehicle and/or trailer to a private dwelling house or hotel room or securely locked Building and Damage is caused by Specified Peril 6) Malicious Persons and/or 16) Theft or

Attempted Theft from the private dwelling house or hotel room or securely locked Buildings

Sections Exclusions

We shall not provide indemnity for

- 1) Damage caused by
 - a) inherent vice latent defect gradual deterioration wear and tear frost faulty or defective design or materials
 - b) disappearance or unexplained or inventory shortage
 - c) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - d) the deterioration of Property whilst in Transit in frozen chilled or insulated condition due to variations in temperature unless directly consequent upon Specified Peril 1) Fire and/or 6) Malicious Persons and/or 16) Theft or Attempted Theft and/or accident to the Insured Conveyance
 - e) or with Your connivance or any partner director or Employee of Yours
- 2) Damage due to
 - a) insufficient or faulty packing loading stowing wrongful addressing labelling or delivery
 - b) delay or loss of market or other subsequent or inevitable loss of any kind
- 3) Damage to
 - a) jewellery or watches
 - b) precious metals precious stones or articles composed of such materials
 - c) wines spirits perfumes tobacco products or furs
 - d) deeds documents manuscripts or plans
 - e) Computer Equipment
 - f) plasma screens mobile phones digital cameras or DVD players
 - g) Livestock
 - h) explosive goods
 - i) bullion
 - j) money
 - k) Horses
 - l) Saddlery and Tack

m) cups and silverware

unless We state otherwise in the Schedule

4) Damage to

a) china glass or earthenware

b) pictures paintings works of art plasterwork or statuary marble

c) scientific instruments of any kind

unless caused by Specified Peril 1) Fire and/or 6) Malicious Persons and/or 16) Theft or Attempted Theft and/or accident of the Insured Conveyance vehicle and/or trailer and/or an object falling onto the Insured Conveyance vehicle and/or trailer

5) Damage to Property in or on soft-topped or open-topped or open-sided or curtain-sided Conveyance vehicles and or trailers owned or operated by You or in Your care custody or control if caused by Specified Peril 9) Storm and/or 10) Flood or 16) Theft or Attempted Theft unless the Insured Conveyance vehicle and/or trailer is stolen at the same time

6) Damage to any item more specifically insured under the Specified All Risks Section

7) the Excess amount stated in the Schedule

Frozen Foods Section

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

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Basis of Settlement

means determining the cost price of the Property at the time of Damage or at Our option replacement of the Property

Cold Chamber

means the cold-room or chamber in which the Property is stored at a controlled temperature

Damage

means loss of or physical damage to the Property by deterioration or putrefaction

Property

means stock of foodstuffs whilst in the Cold Chamber of any deep freeze at the Premises stated in the Schedule belonging to You or for which You are responsible

Section Cover

Damage at the Premises occurring during the Period of Insurance due to or arising from

- 1) a rise or fall in temperature owing to a failure of the freezer cabinet
- 2) accidental escape or leakage of refrigerant or refrigerant fumes
- 3) accidental failure of the public or private supply of electricity

Limit of Liability

Our liability under this Section shall not exceed £1,000 any one claim and £5,000 of any one Period of Insurance unless stated otherwise by Endorsement on the Schedule

Section Conditions

Automatic Reinstatement

In the absence of written notice from Us to You to the contrary the Sum Insured by this Section will not be reduced by the amount of the agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

Average (Underinsurance)

Each of the Sums Insured by this Section is declared to be separately subject to average. Whenever a Sum Insured is declared to be subject to average if such sum shall at the commencement of any Damage be less than the value of the Property insured within such Sum Insured the amount payable by Us in respect of such Damage shall be proportionately reduced

Section Exclusions

We shall not provide indemnity for

- 1) Damage caused by
 - a) Your wilful act or neglect of any partner Director or Employee or their families
 - b) the deliberate act of any electricity supply authority or the exercise by any such authority to withhold or restrict supply
 - c) the failure of freezer cabinets which are
 - i) over 10 years old unless agreed otherwise by Us in writing and the Schedule endorsed to note such agreement
 - d) any operative Specified Peril under the Material Damage Section
 - e) moth or vermin or insects
 - f) wear and tear deterioration or gradually developing flaws or defects in refrigerating plant or faulty packaging of Property
 - g) the incorrect setting of thermostats or automatic controls
- 2) Damage to Property which has passed the date set by the manufacturers for consumption
- 3) subsequent or inevitable loss of any kind
- 4) Damage occurring to Property is in transit or is situated in a refrigerated vehicle
- 5) the Excess amount stated in the Schedule

If you would like more information
about Pen Underwriting visit:

www.penunderwriting.co.uk

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