



Policy Wording

Equine Business Insurance

Including optional cover for your home and its contents

Insurance provided by:



Insurance arranged by:



SEIB INSURANCE BROKERS LIMITED

EQUINE BUSINESS INSURANCE

CONTENTS

Page 3	About Your Policy
Page 7	Policy Definitions
Page 11	Policy Conditions
Page 15	Policy Exclusions
Page 18	Material Damage Section
Page 28	Business Interruption Section
Page 35	Liability Section
Page 45	Specified All Risks Section
Page 47	Money Section
Page 49	Goods in Transit Section
Page 51	Frozen Goods Section

ABOUT YOUR POLICY

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**' means Markel International Insurance Company Limited.

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.

UK Complaints Notice - Markel International Insurance Company Limited (Markel)

Markel is committed to providing a high quality and professional service and to maintain fair outcomes for **Our** customers.

If **You** are dissatisfied or have any complaints about **Your** policy or the handling of a claim **You** should, in the first instance, contact Legal, Regulatory & Compliance on the following contact details:

By telephone:
+44 (0)20 7953 6020

By email:
complaints@markel.com

By writing to:
Legal, Regulatory & Compliance
Markel International Insurance **Company** Limited
20 Fenchurch Street
London
EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. **We** will use **Our** best endeavours to comply with the timeframes set out below.

A complaint received by Markel (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.

Complaints will be acknowledged in writing no later than five business days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.

We will try to resolve a complaint within four weeks and give a written final response, or send an interim response explaining why **We** are not yet in a position to resolve matters.

By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.

When **We** issue **Our** final response **We** will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises, small businesses, small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. If **You** do not refer **Your** complaint in time, the Ombudsman may not have **Our** permission to consider the complaint and will only be able to do so in very limited circumstances. For example if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Financial Ombudsman Service (FOS)

Alternatively, should **You** remain dissatisfied with the final response, **You** may, if eligible, refer **Your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The FOS's contact details are as follows:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 0234 567 (landline)
0300 123 9 123 (mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS).

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

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.

Markel's Data Privacy Notice

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). **We** collect and use relevant information about individual insureds to provide **You** with **Your** insurance cover and to meet **Our** legal obligations. This information includes individual insureds' details such as their name and address (and may include more sensitive details such as information about their health and criminal convictions). **We** will process individual insureds' details, as well as any other personal information **You** provide to **Us** in respect of **Your** insurance cover, in accordance with **Our** full Markel privacy notice, a copy of which is available online at www.markeluk.com/privacy-statement or on request.

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 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:

Tel: 01708 850 000
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 usable 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 **You** 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 advisor. **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, Goods 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

Markel International Insurance Company Limited (Markel) 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).

Markel 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 Markel 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 Markel or on Markel's behalf.

To comply with Sanctions, Markel 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 Markel deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Markel 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 acts of fraud or dishonesty
 - i) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information
 - j) **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 a Thatcham category 3 mechanical immobiliser approved or unless as otherwise specifically agreed by the **Insurer** and brought into operation;
- f) **Our** maximum liability is up to £10,000 during any one **Period of Insurance**

- g) **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 and 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
- 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.

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) **Damage** to any **Property** more specifically insured by **You** or on **Your** behalf

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
- 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 uninfected **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 heir 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 or 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 **You**:

- 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
- 2) lawyer for determining contractual rights under any rent cessor or insurance break clause contained within a lease

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, 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
- 3) any Payments on account of the claim already made will be repaid to **Us** if this Condition is not complied with.

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.
- 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.

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

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 **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

- 6) 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 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 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.
- 8)

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 9pm, or whenever the vehicle was last occupied whichever is the earlier, to 6am 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 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 at the time of such **Damage**
 - 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
- 4) loss of **Money** during transit by unregistered post
- 5) loss of **Money** from any **Unattended Conveyance**
- 6) 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**.

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