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BRIT

GLOBAL SPECIALTY

Equestrian Property Insurance

POLICY DOCUMENT

Specially arranged by SEIB Insurance Brokers Limited.

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ABOUT YOUR POLICY

This Policy has been prepared in accordance with *Your* instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with *Your* requirements and that *You* understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary or if *You* have any questions about the contents of *Your* insurance documents. *You* should also immediately notify the *Insurer* via *Your* insurance broker or other intermediary of any changes which may affect the insurance provided by this Policy.

Alterations to the cover required after issue of the Policy will be confirmed by separate *Schedules* and/or Endorsements which *You* should file with the Policy. *You* should refer to these *Schedules* and/or Endorsements and the Policy to determine the precise details of cover currently in force.

This Policy consists of:

- the **General Insuring Clause** which explains the basis on which cover is provided;
- the **Schedule / Risk Details** which states who the *Insured* is, what is being covered and other terms, such as the *Period of Insurance*, details of which Sections of the Policy operate, the types of losses insured, *Limits of Liability* and matters and amounts which *You* are responsible for;
- **Definitions** which define particular words and expressions applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- the **Sections** of the Policy which give precise details of the cover being provided, being as follows:

Section 1 – Property Damage

Section 2 – Business Interruption

Section 3 – Loss of Money

Section 4 – Goods in Transit

Section 5 – Deterioration of Refrigerated Stock

- the **Extensions** to all / specified Sections of the Policy which detail the extensions provided to the coverage under the Sections;
- the **General Conditions** and **General Exclusions** of cover applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- any **Endorsements** which might apply to the Policy or individual Sections, and which incorporate Extensions, limitations and amendments, for example.

Cancellation

This Policy may be cancelled by *You* on the terms detailed in the **General Conditions**. If *You* cancel within 14 (fourteen) days, *You* will be entitled to a full return of *Premium*, unless *You* have notified *Us* of a claim or a circumstance which may give rise to a claim, in which case there will be no return of *Premium*.

Making a Claim

If *You* need to make a claim, please check the relevant section of the Policy for the cover that is being provided, then refer to the claims notification instructions, which are located in the **Claims Conditions**. Please note that any fraudulent or deliberately misleading statement will invalidate *Your* claim and may affect *Your* insurance cover.

Making a Complaint

If *You* are not happy with *Our* service, please see the Complaints Procedure in the **Further Information** section at the end of the Policy, which gives full details on how to get in touch with *Us* together with *Your* data protection rights.

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EQUESTRIAN PROPERTY INSURANCE POLICY DOCUMENT

General Insuring Clause

In return for the payment of *Premium*, the *Insurer* agrees to provide *You* with the cover set out in this Equestrian Property Insurance Policy, subject to all of its terms and conditions, during the *Period of Insurance*.

The *Insurer* has relied on the information provided by *You* or anyone else acting on *Your* behalf, including the accuracy of such information, in the application process for this insurance, which includes the proposal form and all written materials provided in support.

Where insurance is provided by more than one insurer, the insurers' obligations under this Policy in accordance with the terms and conditions contained herein or endorsed hereon, are several and not joint. This means that insurers are limited solely to the extent of their individual subscriptions and are not jointly liable for the proportion of any co-subscribing insurer who for any reason does not satisfy all or part of their obligations.

This Policy wording, *Schedule*, Endorsements and any other attachments form one document containing the legal agreement between the *Insured* and the *Insurer*.

Words or expressions indicated in italics have a specific meaning attached to them, and that meaning applies wherever these words or expressions appear.

DEFINITIONS

These Definitions are applicable to the whole Policy unless otherwise stated.

These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

Wherever the following words appear in *italics* starting with a capital letter, they will have the same meaning as defined here.

Also, the following applies:

- a) words suggesting the singular will include the plural and vice versa;
- b) references to persons include corporate or unincorporated entities;
- c) words implying any gender will include all genders;
- d) reference to any statute or statutory provision, orders or regulations includes references to that provision, order or regulation as amended, re-enacted or replaced from time to time, whether before or after the date of the inception of this Policy; and
- e) reference to any statutory or other body will include the successor to that body.

A

Accident / Accidental

means a single, sudden, external and unexpected event by violent and visible means, which occurs at an identifiable time and place.

Accidental Damage

means physical loss or physical destruction of or damage to tangible *Property Insured* as a result of a single, sudden, external and unexpected event by violent and visible means, which occurs at an identifiable time and place during the *Period of Insurance*.

Actual Value

means the amount it would cost to repair or replace *Property Insured*, on the date of *Damage*, with material of similar kind, condition and quality, with deduction for outdatedness and physical depreciation.

Act of Sabotage

means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Act of Terrorism

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

Agricultural Vehicle

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.

Arena Mirrors

means mirrors of a high durability positioned around a designated riding area (indoors or outdoors) used specifically for immediate feedback during riding training.

Authorised Resident

means the *Insured*, tenant(s) and any member of their family permanently residing with them at the premises, or any other person authorised by the *Insured*.

B

Building(s)

means:

1. the permanent fixed structures and permanent foundations below ground level, situated at the *Insured Premises* being of *Standard Construction* unless otherwise agreed by the *Insurer*;
2. any *Shop Front* (except where more specifically insured);

AND

3. including garages, annexes and extensions to the permanent fixed structures;
4. landlord's fixtures and fittings in or on such permanent fixed structures,

which are the property of or have been leased to the *Insured* or for which the *Insured* is legally responsible.

Unless more specifically insured, the following property of the *Insured* or for which the *Insured* is legally responsible is also included in this definition:

- A. annexes, portacabins, static mobile homes, shipping containers and outbuildings;
- B. tenants' improvements which the *Insured* is legally responsible for;
- C. conveyors, trunks, lines, wires, service pipes and similar property on the *Insured Premises* extending to the public mains;
- D. walls, gates and fences;
- E. landscaping, swimming pools, ponds, lakes, reservoirs, and other similar water features;
- F. car parks, yards, roadways, walking surfaces and similar surfaces at the *Insured Premises*;
- G. security lighting, security cameras and other security or fire protection devices, affixed receiving and communication aerials, their fittings and masts fixed to the buildings;
- H. solar panels, wind turbines and other similar equipment used by the *Insured* for the generation of electricity, and *Arena Mirrors*; and
- I. outdoor riding areas including their surfaces at the *Insured Premises*.

Buildings in the course of construction or alteration, and land at the *Insured Premises* are not included in this definition.

Business

means the business as stated in the *Schedule*.

C

Condition(s) Precedent

means that these clauses must be satisfied before the *Insurer* becomes liable to make any payment to the *Insured* under this *Policy*. In the event of the

Insured's breach of any Condition Precedent, in respect of any claim arising or contributed to by such breach, the *Insurer* can decline liability and will not be required to make any payment to the *Insured* for such claim.

Contents

means furniture, fixtures, fittings, decorations, any *Shop Front* (except where more specifically insured), and other similar contents within the *Buildings* which are:

1. owned by the *Insured* or for which the *Insured* is legally responsible; and
2. contained within the *Insured Premises*,

Contents does not include documents, tenants' property, money or any articles of gold, silver or other precious materials, jewellery or other personal items, unless specifically insured under this *Policy*.

Unless more specifically insured, the following property of the *Insured* or for which the *Insured* is legally responsible is also included in this definition:

- A. *Agricultural Vehicles*;
- B. *Horse Drawn Vehicles*;
- C. *Horse Trailers*;
- D. *Jumps and Judges' Boxes*;
- E. *Machinery*;
- F. *Office Equipment*; and
- G. *Saddlery and Tack*

D

Damage / Damaged

means physical loss or physical destruction of or damage to tangible *Property Insured* by an *Insured Peril*.

Debris Removal

means costs and expenses necessarily and reasonably incurred by the *Insured* with the prior consent of the *Insurer* to:

1. remove debris from;
2. dismantle and/or demolish;
3. shore-up or prop up,

the portion or portions of the *Property Insured* following *Damage*.

The *Insurer* will not pay for any costs or expenses:

- A. incurred in removing debris except from the site of the *Property Insured* and the area immediately adjacent to such site;
- B. arising from *Pollution or Contamination* of property not insured by this Policy.

Declared Value

means the *Insured's* assessment of the cost of reinstatement of the *Property Insured* arrived at in accordance with reinstatement valuations provided under the **Basis of Settlement** clause under **Conditions to Section 1** at the level of cost applying at the inception of the *Period of Insurance* (ignoring inflationary factors which may operate subsequently) together with allowance for, where applicable:

- A. the additional cost of reinstatement to comply with public authority requirements;
- B. *Professional Fees*;
- C. *Debris Removal*.

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, network services, network connectivity or information systems. Denial of Service Attack includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

E

Excess

means the amounts as specified either in this Policy wording or in the *Schedule*, as applicable, that are to be deducted from any claim and which are to be borne by the *Insured*.

Under **Section 1 – Property Damage**, this applies to each *Loss or Damage* at each *Insured Premises* separately after the application of the Average Condition.

G

Glass

means:

- 1. Fixed glass and mirrors in or at the *Insured Premises*;
- 2. Frames or framework which need to be removed to replace the glass;
- 3. Window alarm foil, ornamental glass, lettering and silvering;
- 4. Fixed external signs including neon and illuminated signs,

being the property of the *Insured* or for which the *Insured* is responsible.

Gross Earnings

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

H

Horse

means any horse, donkey, mule, ass or jennet used in connection with *Your Business*.

Horse Drawn Vehicle

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

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*.

I

Incident

means any event directly causing loss or *Damage*. Incident includes the continuous or repeated harmful exposure to substantially the same general

conditions. All incidents or series of incidents which happen as a consequence of, or which can be attributed to, one source or original cause will be regarded as a single incident for the purposes of this Policy.

Indemnity Period

means the period beginning with the *Damage* and ending not later than the end of the *Maximum Indemnity Period* thereafter during which there is interruption of the *Business* in consequence of the *Damage*.

Infectious Equine Disease

means any of the following infectious equine diseases subject to confirmation by a *Suitably Qualified Veterinary Surgeon*:

- A. equine influenza disease;
- B. equine streptococcus equi (strangles) disease;
- C. equine venereal disease.

Injury

means bodily injury, death, disease, illness, nervous shock, mental injury or mental anguish.

Insured/ You/ Your/ Yours

means the Insured as specified in the *Schedule*.

Insured Peril

means the following:

Fire; Lightning; Aircraft or other aerial devices or articles dropped or falling therefrom; Explosion; Earthquake; *Accidental Damage* but only to the extent specified in the *Schedule*; Storm; Flood; Escape of water from any tank, apparatus or pipe or escape of oil from a fixed oil-fired heating installation; Malicious Damage; Impact by any vehicle or animal; Theft or attempted Theft; Subsidence, ground heave and landslide. (Limited exclusions may apply to specific perils. Please see **Exclusions Applicable to Section 1 and Section 2**).

Insured Person

means any partner, director or employee of the *Insured* whose usual place of employment is at the *Insured Premises* or as otherwise specified in the *Schedule*.

Insured Premises

means the location(s) as specified in the *Schedule* or in any Endorsement(s).

Insurer/ We/ Us/ Our

means Brit Syndicate 2987 at Lloyd's.

J

Jumps and Judges' Boxes

means various constructed obstacles used in shows and riding for the sole purpose of *Horses* to jump over which are constructed in such a way to consider the safety of both *Horse* and rider, including boxes used specifically for judges to stand on.

L

Legal Liability

means damages, awards, or settlements entered into with the *Insurer's* prior written consent, and claimants' costs, charges and expenses, excluding:

- A. punitive or exemplary damages;
- B. criminal or civil fines or penalties;
- C. taxes;
- D. matters deemed uninsurable under the laws of England and Wales or for *Insureds* domiciled in Scotland, the laws of Scotland.

Limit of Liability

means the Limit of Liability specified in the *Schedule*.

Livestock

means any dog, cattle, sheep or any other animal used in connection with *Your* main *Business* provided that the use of such other animals is incidental to *Your* main *Business* excluding *Horses* and family pets.

M

Machinery

means non-motorised machinery and plant that is *Your* property or for which you are responsible while on the *Insured Premises* excluding landlord's fixtures and fittings, *Stock, Agricultural Vehicles, Horse Drawn Vehicles, Horse Trailers* and property more specifically insured.

Maximum Indemnity Period

means the number of months, as specified in the *Schedule*, which is the maximum period for which indemnity will be paid in accordance with the terms and provisions of **Section 2 – Business Interruption**.

Money

means current coinage, current bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, credit card company sales vouchers, credit card counterfoils, travellers tickets phonecards (excluding phonecards held in stock for resale), VAT purchase receipts, contents of franking machines, holiday-with-pay stamps and luncheon vouchers all belonging to the *Insured* or for which the *Insured* has responsibility, but does not include cryptocurrency of any nature.

O

Occurrence

means any loss, losses, or series of losses which happen as a consequence of or are attributable to one source or original cause.

Office Equipment

means clerical equipment used specifically for the purpose of running your *Business*, including mobile phones, laptops or similar portable electronic equipment.

Overall Limit of Liability

means the total maximum amount payable by the *Insurer* in respect of all Sections of this *Policy*, as specified in the *Schedule*.

P

Period of Insurance

means the period as specified in the *Schedule*.

Person Employed

means:

- A. Persons under a contract of service or apprenticeship with the *Insured*;
- B. Labour master or labour only sub-contractor or person supplied by any of them;
- C. Self-employed person;
- D. Persons hired to or borrowed by the *Insured*;
- E. Persons supplied to the *Insured* under a contract or agreement, the terms of which deem those persons to be in the employment of the *Insured*;
- F. Voluntary worker or temporary worker,

while working under the control of the *Insured* in connection with the *Business*.

Pollution or Contamination

means actual discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials, at any time on to buildings and structures, atmosphere, surface water or groundwater, as a direct result of the *Insured's Business*. Pollution or contamination includes all *Damage* or *Injury* directly or indirectly caused by such by such pollution or contamination

Premium

means the amount specified in the *Schedule*.

Product(s)

means any commodity, article or thing including packaging, containers and labels, sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the *Insured* and no longer in the possession or under the control of the *Insured*; but does not include food or drink for consumption at the *Property Insured* or at any other premises where the *Insured* is conducting the *Business*.

Professional Fees

means architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred with the *Insurer's* consent in the reinstatement of the *Property Insured* directly consequent upon its *Damage* by an *Insured Peril*. It does not include fees incurred in the preparation of any claim.

Property Insured

means the subject matter insured as specified under the 'Property Insured' heading in the *Schedule* but does not include any intellectual property.

Q

Quarantine Stable

means a separate enclosure designated for *Infectious Equine Disease* isolation located well away from high traffic areas associated with other barns, training areas and other *Horses*.

R

Refrigerated Stock

means any frozen or chilled *Stock*.

S

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.

Sanitary Fittings

means fixed items of sanitary ware, the property of the *Insured*, or for which the *Insured* is responsible, situated within the *Insured Premises*.

Schedule

means the document titled 'Schedule' attaching to and forming part of this Policy or, alternatively, the document titled 'Risk Details'.

Shop Front

means the frontage of the *Buildings*, including all fixed *Glass* and shutters, blinds, neon and illuminated signs, and closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

Standard Construction

means constructed mainly of brick, stone or concrete and roofed mainly with slates, tiles, concrete, metal or asbestos.

Stock

means consumable goods including hay, straw, shavings, pellets and other bedding, feed and supplements for *Horses* and *Livestock*, merchandise goods, samples and goods held in trust, including customers' goods for which *You* are legally responsible.

Sub-Limit

means the Sub-Limit as specified in the *Schedule*, which limit forms part of and is not in addition to the *Sum Insured*.

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 Sum Insured as stated in the *Schedule* applicable to the particular item or the limit per location in accordance with the information provided by *You*.

T

Territorial Limits

means the *United Kingdom*.

U

Unattended Vehicle

means any vehicle which is out of sight of *You* or any person authorised by *You*.

United Kingdom

means Great Britain Northern Ireland, the Channel Islands and the Isle of Man.

Unoccupied

means when the *Insured Premises* are closed for business or not occupied for usual business purposes for any period of more than 30 (thirty) consecutive days.

V

Virus or Similar Mechanism

means any programme code, programming instruction or any set of instructions intentionally constructed with the ability to *Damage*, interfere with or otherwise adversely affect any computer programme(s), data files or operations, whether involving self-replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

W

War

means war, invasion, acts of foreign enemies, hostile or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law.

SECTION 1 PROPERTY DAMAGE

Insuring Clause

The *Insurer* will indemnify the *Insured* against *Damage* to the *Property Insured* detailed below, provided that such *Damage*:

1. occurs during the *Period of Insurance*; and
2. is caused by an *Insured Peril*; and
3. occurs to property of the *Insured* or for which the *Insured* is legally responsible whilst at the *Insured Premises*;

subject always to the *Excess(es)* and the limits, terms, conditions and exclusions of this Section and as shown elsewhere in the Policy.

Property Insured

1. *Building(s)*;
2. *Contents*;
3. *Stock* but not including *Refrigerated Stock* (see **Section 5 – Deterioration of Refrigerated Stock**)
4. Improvements, being improvements, alterations and interior decorations made to the *Insured Premises*;
5. *Insured Persons'* personal effects whilst on the *Insured Premises*;
6. Any other property specified in Section 1 – Property Damage in the *Schedule*.

Limit of Liability

The liability of the *Insurer* under this Section including the Extensions to the Section will not exceed the *Sum Insured* or, in respect of any individual Extensions, the *Sub-Limit*, subject to any other limit of liability specified here or in the *Schedule*.

Extensions to Section 1

Unless stated otherwise in the *Schedule*, the following Extensions apply, subject always to the limits, conditions and exclusions of this Section and as shown elsewhere in the Policy.

1. Additional Costs

This Section extends to include cover for reasonable additional costs necessarily incurred by the *Insured* to protect and make habitable

the *Insured Premises*, following *Damage* insured under this Section. The *Insurer's* liability under this Extension will not exceed the *Sub-limit* specified in the *Schedule* in respect of the *Insured Premises* at which the *Damage* occurred.

2. Architects', Surveyor's' and Other Fees

In the event of *Damage* insured under this Section, the *Insurer* agrees to indemnify the *Insured* for the fees of architects, surveyors, consulting engineers and other *Professional Fees* incurred for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the process of reinstatement of the *Buildings*, provided that:

- A. the *Insured* obtains the *Insurer's* written consent prior to incurring any such fees and costs;
- B. the *Insurer* will not be liable for fees incurred in preparing any claim made under this Policy;
- C. the *Insurer* will not be liable for fees which are more than those authorised under the scales of the professional institutions and/or bodies regulating such charges prevailing at the time of the *Damage*; and
- D. the *Insurer's* maximum liability under this Extension will not exceed the *Sub-Limit* specified in the *Schedule*.

3. Arson, Theft and Criminal Acts Rewards Costs

In the event of *Damage* insured under this Section arising from arson, theft or attempted theft or other criminal acts, the *Insurer* will indemnify the *Insured* for reasonable expenses incurred in paying rewards for information leading to a successful conviction or for information which the police believe will secure a conviction, provided that:

- A. the *Insured* obtains the *Insurer's* written consent prior to incurring any such expense; and
- B. the *Insurer's* maximum liability under this Extension does not exceed the *Sub-Limit* specified in the *Schedule*.

4. Capital Additions, Acquisitions and Alterations

The insurance of *Building(s)* and *Contents* extends to include cover for capital additions, alterations, improvements and newly acquired and/or newly erected *Building(s)* provided that:

- A. the *Insured* declares to the *Insurer* at intervals of not more than 6 (six) months, the date the *Insured* becomes liable for and the value of such capital additions, acquisitions, alterations and improvements;
- B. the *Insurer* will be entitled to charge an appropriate additional premium from the date of acquisition of the newly acquired property, capital additions, acquisitions, alterations, improvements, and the *Insured* will pay such additional premium on demand from the *Insurer*;
- C. the maximum additional cover granted by this Extension will not exceed 10% (ten percent) of the *Sum Insured* for *Building(s)* or *Contents* depending on the item of *Property Insured* under which the new acquisition is categorised;
- D. this Extension does not include cover for appreciation in value or cover any property covered under the Inadvertent Omission to Insure Extension below.

5. Clearing of Drains

If, as a result of *Damage* caused by an *Insured Peril*, drains gutters and sewers, for which the *Insured* is responsible, need to be cleared cleaned or repaired, the *Insurer* agrees to pay the cost reasonably and necessarily incurred for such clearing, cleaning or repair. The *Insurer's* liability under this clause will not exceed the *Sub-Limit* specified in the *Schedule*.

6. Contractors' Interest

With respect to work carried out at the *Insured Premises*, where required under the Joint Contracts Tribunal (JCT) or any similar contract conditions, the *Insurer* agrees to:

- A. note the interest of any contractor or arrange for any contractor to be a 'named joint insured'; and
- B. provide cover for any permanent or

temporary works for which the *Insured* is responsible under the terms of a contract, but only to the extent for which the *Insured* has accepted responsibility under such contract. The *Insurer's* liability under this Extension will not exceed the *Sub-Limit* specified in the *Schedule*.

7. Debris Removal

The *Insurer* agrees to insure the reasonable and necessary costs incurred in *Debris Removal* from an *Insured Premises* that remains as a direct result of *Damage* caused by an *Insured Peril* insured by this Policy. This Extension does not cover the costs of decontamination or the removal of:

- A. contaminated uninsured property; or
- B. the contaminant in or on uninsured property,

irrespective of whether or not such contamination, including but not limited to the presence of pollution or any other substance that has been declared to be hazardous to health by a governmental agency, results from an insured physical loss or *Damage*.

8. Decontamination and / or Decommissioning

In the event of *Damage* that is insured by this Section, the *Insurer* will indemnify the *Insured* for expenses necessarily incurred by the *Insured* with the prior consent of the *Insurer*, in decontamination of *Property Insured* following *Damage*. Except the *Insurer* will not be liable for:

- A. any costs and expenses incurred in removing debris; or
- B. any costs and expenses arising from *Pollution* or *Contamination* of property.

The *Insurer's* liability for such costs and expenses will not exceed the *Sub-Limit* shown in the *Schedule* during the *Period of Insurance*.

9. Extinguishment Expenses

It is agreed that this Section extends to include reasonable reimbursement costs for:

- A. the refilling of fire extinguishing appliances;
- B. the replacement of used sprinkler heads; and

- C. repairing *Damage* to any gas or sprinkler fire extinguishment expenses,

arising out of *Damage* insured under this Policy. The *Insurer's* liability with respect to this Extension will not exceed the *Sub-Limit* specified in the *Schedule*.

10. Glass and Sanitary Fittings

The *Insurer* will, at the *Insurer's* option, repair, replace, reinstate or pay the costs of repair or replacement of *Glass* or *Sanitary Fittings* in the event of its breakage as a direct result of an *Insured Peril*, and pay the consequent cost of necessary boarding-up and the provision of a temporary door. For the purposes of this Extension, breakage means the *Accidental* fracture of the *Glass* extending through the entire thickness of thereof.

The *Insurer* will not be liable for:

- i) any breakage of *Glass* or *Sanitary Fittings* in respect of any *Unoccupied Building*; or
- ii) the *Excess* specified in the *Schedule* in respect of each and every *Occurrence*; or
- iii) any amount in excess of the *Sub-Limit* shown in the *Schedule*.

11. Inadvertent Omission to Insure

The *Insurer* agrees to indemnify *Buildings* anywhere in the *Territorial Limits* which the *Insured* is responsible for insuring, whether such *Buildings* are owned by or on lease to them, or in which they are interested as mortgagees but which have inadvertently been left uninsured. Provided always that:

- A. the *Insurer's* liability under this clause will be in addition to the *Sums Insured*, but the *Insurer's* total liability for such amount payable under this clause will not exceed the *Sub-Limit* as shown in the *Schedule*;
- B. the *Insured* will give notice in writing to the *Insurer* immediately they become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became the *Insured's* responsibility; and

- C. the *Insured* will carry out, at not less than annual intervals, a check of all properties owned by them or leased by them and for which they are responsible, in order to ensure that effective insurance is in force for such properties.

12. Index Linking

The *Sums Insured* will be increased automatically throughout the *Period of Insurance* in line with the appropriate Royal Institute of Chartered Surveyors (RICS) indexation taking into consideration the costs of raw materials, labour, demolition, waste removal, professional service fees, and other necessary expenditure, or any other form of indexation agreed by the *Insurer* in respect of *Property Insured* under this Section.

In the event of *Damage* to *Property Insured* under this Section, the *Sums Insured* will continue to be adjusted in accordance with the agreed indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay.

At each renewal the *Premium* will be calculated on the revised *Sum Insured*.

13. Interim Protection and Repairs

This Section extends to include cover for the cost actually incurred by the *Insured* in making temporary repairs to or boarding up of any of the insured *Buildings*, and erecting temporary buildings in place of any of the insured *Buildings* following insured *Damage* caused by an *Insured Peril*. The *Insurer's* liability under this Extension is limited to the *Sub-Limit* specified in the *Schedule*. No amount will be payable under this Extension for any cost which is covered under **Extension 11 – Glass and Sanitary Fittings**.

14. Landscaped Grounds

This Section extends to include the costs necessarily and reasonably incurred by the *Insured* in making good the landscaped grounds of the *Insured Premises* which have been *Damaged* by the fire brigade or any other emergency service attending as a result of *Damage* to *Property Insured*. The *Insurer's* liability under this Extension is limited to the *Sub-Limit* specified in the *Schedule*.

15. Loss of Metered Water, Gas, and Electricity Charges, and Accidental Loss of Heating Oil

This Section extends to include cover for additional metered utility charges and additional heating oil charges incurred by the *Insured*, following *Damage* insured under this Policy, at the *Insured Premises* during the *Period of Insurance*. However, the *Insurer* will not be liable for any such charges incurred by the *Insured* in respect of any *Unoccupied Building(s)*.

The basis upon which the amount payable is to be calculated will be the amount of the utility or heating oil charges for the period during which *Damage* occurs, less the charge made to the *Insured* for the corresponding period in the preceding year, adjusted for changes in suppliers' charges and for variations affecting the utility and/or heating oil consumption of the *Insured* during the intervening period. The *Insurer's* liability under this Extension is limited to the *Sub-Limit* specified in the *Schedule*.

16. Public Authorities

The *Insurer* agrees to pay the additional cost of reinstatement of the *Damaged Property Insured* incurred by the *Insured* solely to comply with mandatory building or other Regulations arising out of any Act of Parliament or with Bye Laws of any municipal or local authority or other Codes of Practice in respect of the *Damaged Property Insured* and any undamaged portions. This is provided always that the amount recoverable under this Extension will not include:

- i) the cost incurred in complying with such Regulations, Bye Laws and Directives:
 - a) in respect of *Damage* occurring before inception of this Policy;
 - b) in respect of *Damage* not insured under this Policy;
 - c) under which notice has been served on the *Insured* prior to the happening of the *Damage*;
 - d) for which there is an existing requirement which must be implemented within a given period;
 - e) which are not in force at the time of the *Damage*.

- ii) the additional cost that would have been required to make good the property *Damaged* to a condition equal to its condition when new had the necessity to comply with any of the Regulations, Bye Laws and Directives not arisen; or
- iii) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by its owner by reason of compliance with any such Regulations, Bye Laws and Directives.

Coverage under this Extension is subject to the following:

1. the work of reinstatement must be commenced and carried out within a reasonable time and in any case must be completed within 12 (twelve) months after the *Damage*, or within such further time as the *Insurer* may (during the said 12 (twelve) months) in writing allow. It may be carried out wholly or partially upon another site (if necessary) subject to the liability of the *Insurer* under this Extension not being increased as a consequence;
2. if the liability of the *Insurer* under any item of *Property Insured* in the *Schedule*, apart from this Extension, is reduced by the application of any of the terms and conditions of this *Policy*, then the liability of the *Insurer* under this Extension in respect of any such item of *Property Insured* will be reduced in proportion;
3. the total amount recoverable under any item of the *Property Insured* will not exceed:
 - A. in respect of the *Damaged Property Insured* – its *Sum Insured*;
 - B. in respect of undamaged portions of *Property Insured* (other than foundations) – 15% (fifteen percent) of the total amount which the *Insurer* would have been liable for with respect to that item of *Property Insured*, had the *Insured Premises* where the *Damage* occurred, been wholly destroyed; and
 - C. the indemnity provided by this clause is part of and not in addition to the *Sum Insured* specified in the *Schedule*;

- 4 all the terms, limits, exclusions and conditions of this Section and the Policy, except to the extent that they have been expressly varied, will apply as if they had been incorporated herein.

17. Replacement of Locks

This Section extends to include costs incurred by the *Insured* as a result of the necessary replacement of locks or changing of alarm codes, if any of the keys to or access codes of the *Insured Premises* are accidentally lost or stolen from the *Insured Premises* or from the homes of principals, partners, directors or authorised *Persons Employed*, provided that:

- A. the keys or the access codes are capable of being easily identified as keys/access codes to the *Insured Premises*; and
- B. if such keys relate to a safe or strong-room, they are not left on the *Insured Premises* outside the *Insured's* normal business hours.

The liability of the *Insurer* under this Extension will not exceed the *Sub-Limit* specified in the *Schedule*.

18. Temporary Removal

This Section extends to cover *Contents* while they are temporarily removed elsewhere on the same or to any other premises within the *Territorial Limits* including whilst:

- 1. at the private homes of directors, partners and authorised *Persons Employed*;
- 2. at any location where *You* are attending a promotional event, demonstration, trade fair or exhibition in connection with *Your Business*, excluding *Saddlery* and *Tack*;
- 3. at any location for the purposes of cleaning, maintenance, repair or restoration; and
- 4. in transit there and back by road, rail or inland waterway. Provided always that:
 - A. the *Insurer's* liability will not exceed the *Sub-Limit* as specified in the *Schedule*; and
 - B. the *Insurer* will not be liable for losses insured under any other policy or recoverable under other parts of this Policy.

19. Theft Damage to Fabric of Building

The *Insurer* will indemnify the *Insured* for *Damage* to the *Buildings* during the *Period of Insurance*, arising from:

- A. theft or attempted theft involving forcible and violent entry to, or exit from, *Buildings* at the *Insured Premises*; or
- B. theft or attempted theft of any part of the fabric of the *Buildings*, whether or not there has been forcible and violent entry.

Provided that:

- i) The liability of the *Insurer* under this Extension will not exceed the *Sum Insured* for *Buildings* specified in the *Schedule*, arising out of any one *Occurrence*; and
- ii) if such *Damage* is insured elsewhere, there will be no liability of the *Insurer* under this Extension.

20. Trace and Access

In the event of *Damage* during the *Period of Insurance* arising from escape of water or fuel oil from any tank, apparatus or pipe, the *Insurer* agrees to indemnify the *Insured* in respect of:

- A. costs necessarily and reasonably incurred by the *Insured* in locating the source of such *Damage*;
- B. making good *Damage* caused as a consequence of locating such source; and
- C. the replacement of any fuel oil lost as a consequence of locating such source.

The *Insurer's* liability under this Extension is limited to the *Sub-Limit* specified in the *Schedule*.

21. Unauthorised Use of Electricity, Gas or Water

This Section extends to include the cost of metered electricity, gas or water, for which the *Insured* is legally responsible, arising from its unauthorised use by persons taking possession of or occupying the *Insured Premises* without the *Insured's* authority.

Provided that:

- A. the *Insurer's* maximum liability under this

Extension will not exceed the limit the *Sub-Limit* specified in the *Schedule*; and

- B. the *Insured* must take all practical steps to terminate such unauthorised use as soon as it is discovered.

22. Unrecoverable VAT

This Section extends to include Value Added Tax paid by the *Insured* in respect of *Buildings* (including self supply Value Added Tax), which is not subsequently recoverable. Provided that:

- A. the *Insured's* liability for such tax arises solely as a result of reinstatement of *Buildings* following *Damage* and the *Insurer* has paid or has agreed to pay for such *Damage*;
- B. if any payment made by the *Insurer* in respect of the reinstatement of such *Damage* is less than the actual costs of reinstatement, any payment under this Extension resulting from *Damage* will be reduced in like proportion;
- C. the *Insured's* liability for such tax does not arise from the replacement *Building* having a greater floor area than, or being better or more extensive than, the *Building* suffering *Damage*;
- D. where an option to reinstate on another site is exercised, the *Insurer's* liability under this Extension will not exceed the amount of tax that would have been payable had the *Building* been rebuilt on its original site; and
- E. the *Insurer's* liability under this Extension will not include amounts payable by the *Insured* as penalties or interest for non-payment or late payment of tax.

Conditions to Section 1

1. Automatic Reinstatement of Sums Insured

It is mutually agreed that, in the event of payment of a claim under this Section, the *Sum Insured* with respect to the claimed *Property Insured* will be reinstated to the full amount from the date of the claim until expiry of this Policy in consideration of the additional premium paid or payable by the *Insured*.

2. Average

- A. With respect to each item of the *Property Insured* the premium is calculated on the basis of the *Declared Values* provided by the *Insured* at the inception of the *Period of Insurance*. The following condition of Average applies:

If, at the time of *Damage*, the *Declared Value* of the item of *Property Insured* covered is less than the cost of reinstatement (as defined under the 'Basis of Settlement' clause) at the inception of the *Period of Insurance*, then the *Insurer's* liability for any *Damage* insured is limited to the proportion that the *Declared Value* bears to the cost of reinstatement.

- B. Where the item of *Property Insured* has the *Actual Value* applied, then the following condition of Average will apply:

If, at the time of *Damage*, the *Actual Value* of the item of *Property Insured* exceeds the *Sum Insured*, then the *Insured* will be considered as being their own insurer for the difference between the *Sum Insured* and the sum representing the cost of reinstatement of the whole of the *Property Insured*, and will bear a rateable proportion of the loss accordingly.

3. Basis of Settlement

In the event of *Damage* insured under this Section, the basis of reinstatement of the *Property Insured* will be as follows:

- A. where the *Property Insured* is destroyed
 - i) in case of a *Building*, the cost of rebuilding of the *Building*; or
 - ii) in the case of other property, the cost of replacement with property of similar kind and quality, save that in respect of *Stock* this will not include any *Stock* which is perishable in nature and has exceeded its 'use by', 'best before', or equivalent, date; and
- B. where the *Property Insured* is *Damaged*, the cost of repair or restoration of the *Damaged* property or part of it, or in the case of *Stock*, the cost of replacement.

The repair, rebuilding or replacement should be to a condition and quality equal to, but not

better or more extensive than, its condition when new.

4. Basis of Settlement Conditions

- A. Where the *Insurer* agrees or is required to reinstate or replace any *Property Insured*, the *Insured* will, at its own expense, produce and give to the *Insurer* all such plans, documents, books and information that the *Insurer* may require for the reinstatement or replacement.
- B. If the *Insured* requests, and the *Insurer* agrees in writing, not to repair or reinstate any *Property Insured*, then the *Insurer's* liability is limited to the lesser of:
 - i) the *Actual Value* of the *Damaged Property Insured*; or
 - ii) the difference between the market value of the *Damaged Property Insured* immediately prior to the *Damage* and the market value of the *Damaged Property Insured* immediately after the *Damage*.

It is agreed that the option to not repair or reinstate is at the sole discretion of the *Insurer*.

- C. Reinstatement may be carried out on another site and in any manner suitable to the requirements of the *Insured* provided that:
 - i) the condition and quality of the reinstated property is equal to, and not better or more extensive than, its condition when new; and
 - ii) the liability of the *Insurer* is not being increased.
- D. The reinstatement must be commenced and carried out without undue delay, failing which no payment beyond the amount which would have been payable under this Policy if this clause had not been incorporated will be made.
- E. When any *Property Insured* is partly *Damaged* or destroyed, the *Insurer's* liability will not exceed the sum the *Insurer* would be required to pay for reinstatement if such property had been wholly destroyed.

- F. No payment beyond the amount which would have been payable by the *Insurer* under this Policy if this clause had not been incorporated will be made until the cost of reinstatement has actually been incurred by the *Insured*.
- G. Where any computer or data processing equipment is replaced, any improvement in performance or capacity as a result of replacing such equipment with modern items will not be regarded as 'betterment' for the purposes of this clause.

5. Day One Basis (Non-Adjustable) Extension

If stated as 'Applicable' under Section 1 of the *Schedule*, Day One Basis (Non-Adjustable) will apply to *Building(s)* and *Contents*.

In the event of any claim payable under this clause, all the other terms and conditions of the policy will apply, except that the *Sum Insured* will be increased up to a maximum of 115% (one hundred and fifteen percent) of the *Declared Values*, and this increase will be calculated in accordance with the Index Linking provision of this Policy, subject always to the following:

- A. The *Insured* having stated in writing the *Declared Value* of the *Building(s)* and *Contents*, the *Insurer* agrees to calculate the premium on the stated *Declared Value* provided by the *Insured*.
- B. At the inception of the *Period of Insurance* and at every renewal thereafter, the *Insured* must notify the *Insurer* of the *Declared Value* of each item of the *Property Insured*. Where such declaration is not provided by the *Insured*, or is unavailable, the last amount declared by the *Insured* will be taken as the *Declared Value* for the ensuing *Period of Insurance*.

Provided always that nothing in this condition will apply with respect to the provisions of the '**Capital Additions, Acquisitions and Alterations**' clause under '**Extensions to Section 1**'.

6. Designation

For the purpose of determining the heading under which any property is insured, the *Insurer* agrees to accept the designation under which such property has been entered into the *Insured's* books of accounts.

7. Electrical Inspection

It is a *Condition Precedent* to the *Insurer's* liability under this Policy in respect of *Damage* caused by fire or explosion that:

- A. the electrical system at the *Insured Premises* is inspected and tested by a qualified electrical engineer in accordance with IET Regulations for electrical installations and a completion and inspection certificate is issued following such inspection;
- B. any work specified on such certificates to ensure that the electrical installation meets IET Regulations will be carried out within 90 (ninety) days of the inspection;
- C. a copy of each completion and inspection certificate is retained by *You* and available to *Us* upon request; and
- D. the electrical installation is further inspected and tested within the timescale recommended on the completion and inspection certificate or within 5 (five) years, whichever is less.

8. Fire Break Doors and Shutters

It is a *Condition Precedent* to the *Insurer's* liability under this Policy in respect of *Damage* caused by fire or explosion that all fire break doors and shutters are kept closed and maintained in efficient working order.

9. Horse Trailers and Trailers

It is a *Condition Precedent* to the *Insurer's* liability under this Policy in respect of *Damage* caused by theft or attempted theft that when not in use any *Horse Trailer* or trailer will be kept within locked *Buildings* and/or protected by a proprietary hitch lock or wheel clamp or other security device as agreed by the *Insurers*.

10. Inspection

The *Insurer* may, at their option, arrange with the *Insured* to have access to the *Insured Premises*

at any reasonable times for the purposes of inspection. If the inspection or survey results highlight any defects or concerns which are likely to increase the risk covered by this Policy, the *Insurer* reserves the right to cancel, suspend or alter any terms of this Policy. If the *Insurer* opts to suspend cover, such cover will only be reinstated after the defects have been remedied and the remedied situation is approved by the *Insurer*.

11. Maintenance of Fire Extinguishers

It is agreed as a *Condition Precedent* to the *Insurer's* liability under this Section that the *Insured* will:

- A. inspect all fire extinguishment appliances regularly to ensure that they are maintained in proper working order and keep a written record of such inspections; and
- B. remedy any defects promptly, whether discovered by any such inspection or otherwise.

12. Minimum Security

It is a *Condition Precedent* to the *Insurer's* liability under this Policy in respect of *Damage* caused by theft or attempted theft that the following minimum security is installed in *Buildings* at the *Insured Premises* and maintained in efficient working order while the Policy remains in force:

- A. all external doors and any internal doors which give access to any part of the *Buildings* not occupied by the *Insured* must be of solid construction and fitted with a secure lock;
- B. all accessible opening windows, fanlights, and skylights, including those accessible from decks, roofs, fire escapes or downpipes must be fitted with key operated window locks except those opening windows protected by solid steel bars, grilles, expanded metal or weld mesh.

13. Mortgagees, Freeholders and Lessors

It is agreed that mortgagees, freeholders and lessors will not be prejudiced by any increase in the risk of *Damage* resulting from any act of negligence of any mortgagor, leaseholder, lessee or occupier of any *Building(s)* insured by this

Section, provided such increase in risk is without their prior knowledge or authority and that the *Insurer* is notified immediately when they become aware of such increase in risk.

14. Non-Invalidation

The insurance under this Section will not be invalidated by any act or omission or by any alteration which results in the risk of *Damage* increasing and which is unknown to or beyond the control of the *Insured*, provided that the *Insured* gives notice to the *Insurer* as soon as reasonably practicable after such act or omission or alteration comes to the notice of the *Insured*, and pays any additional premium required by the *Insurer*.

15. Other Interests

In the event of the *Insured* having property under the terms of any hire purchase or similar form of agreement, then the interest of such parties and the nature and extent of such interest will be noted in this insurance, subject to prior notification to the *Insurer*.

16. Quad Bikes

It is a *Condition Precedent* to the *Insurer's* liability under this Policy in respect of *Damage* caused by theft or attempted theft that when not in use any quad bikes will:

- A. have the key(s) removed if left unattended out of sight of *You* or any person authorised by *You*;
- B. be kept within a *Building of Standard Construction* with all external and any internal doors which give access to any part of the *Buildings* not occupied by the *Insured* secured with a 5-lever mortice deadlock, or;
- C. be secured to the ground with a concrete post using a minimum 12mm hardened steel chain with closed shackle padlock.

17. Roof Maintenance

It is a *Condition Precedent* to the liability of the *Insurer* under this Section(s) that:

- A. all areas of flat felted roofs are inspected at least once every 3 (three) years by a qualified builder or property surveyor and all defects rectified without undue delay; and
- B. a record of all inspections is made and retained by the *Insured* and is available for inspection by the *Insurer* if they require.

18. Saddlery and Tack

You must store *Saddlery and Tack*, except when used away from the *Insured Premises*, within *Buildings*. Cover for theft or attempted theft of *Saddlery and Tack* is subject to forcible and violent entry or exit of these *Buildings*.

19. Seventy-Two Hours Clause

In the event of *Damage* caused by storm, tempest, flood, earthquake or storm during any one *Period of Insurance*, an *Occurrence* with regard to such *Damage* will be limited to 72 (seventy-two) consecutive hours for the purposes of this Section. If the duration of the *Occurrence* extends beyond 72 (seventy-two) consecutive hours, then the *Insured* may decide to divide that *Occurrence* into 2 (two) or more *Occurrences*. The *Insured* may choose when the periods commence provided that:

- A. no period commences prior to the inception date and the date of the *Occurrence*;
- B. no 2 (two) periods overlap; and
- C. should any such period extend beyond the expiry or cancellation date, the *Insurer* will be liable as if such period had fallen entirely within the *Period of Insurance* of this Policy.

20. Statutory Requirements and Maintenance

The *Insured* will, at their own expense:

- A. cease any activity which may give rise to liability under this Policy;
- B. maintain all *Buildings*, furnishings, ways, works machinery, cars, vans and vehicles in sound condition;
- C. exercise care in selection and supervision of *Persons Employed*;
- D. remedy defects or danger as soon as possible after discovery and, in the meantime, take such additional precautions as the circumstances may require; and
- E. comply with statutory requirements and other safety regulations imposed by any authority.

21. Unoccupancy of Buildings

- A. When any *Building(s)* or any portions of it become(s) *Unoccupied*, it is a *Condition Precedent* that the *Insured* must ensure that:
 - i) the *Building* and any surrounding premises are secured against illegal entry, with all windows firmly secured to prevent unauthorised entry;
 - ii) all mains services are disconnected and all water pipes and tanks are drained down unless such services are necessary for the function of any heating or security or sprinkler systems that are to be kept in normal operation;
 - iii) if the mains services are required to remain connected, or water pipes and tanks not drained, for the operation of any heating or security or sprinkler systems, the heating must be maintained in the *Insured Premises* at a minimum temperature of 5 (five) degrees centigrade;

- iv) the *Insured* or appointed agent of the *Insured* inspects the *Building* and area around it at least once each week and:

- a) all defects in maintenance or security are rectified immediately;
- b) records of these inspections are kept and are available for inspection by the *Insurer*; and
- v) there is no refurbishment or renovation work unless previously agreed by the *Insurer*.

- B. In addition to the *Conditions Precedent* stated under A of this clause:

If any *Buildings* or part of them become(s) *Unoccupied*, the *Insured* must;

- a) immediately give notice to the *Insurer* and the *Insurer* will have the right to impose additional conditions, exclusions and charge a suitable additional premium as the *Insurer* may require; and
- b) ensure that all letterboxes are sealed or fitted with internal cages, and the *Building* and area around it is kept clear of all moveable combustible material;

22. Workmen

The *Insurer* agrees that workmen are allowed on the *Insured Premises* for the purpose of carrying out minor repairs, decorations or alterations without prejudice to this insurance.

SECTION 2 BUSINESS INTERRUPTION

Insuring Clause

1. In the event of *Damage* to the *Property Insured* caused by an *Insured Peril* which results in the interruption of or interference with the *Business*, the *Insurer* will indemnify the *Insured* for losses arising from such interruption or interference occurring during the *Period of Insurance* which are not otherwise excluded. This is subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Provided that at the time of the happening of the *Damage* giving rise to the interruption of or interference with the *Business*:

- A the *Damage* to property is insured under **Section 1 - Property Damage** of this Policy or under any other Policy covering the *Insured's* interest in property whilst at the *Insured Premises*; and
- B payment is made or liability admitted or would have been made or admitted in respect of such physical loss or *Damage* but for the operation of a provision in such insurance excluding liability for losses below a specified amount.

Limit of Liability and Basis of Settlement

The liability of the *Insurer* under this Section, including the Extensions to the Section, will not exceed:

- A. the *Sum Insured* or, in respect of any individual items, the *Sub-Limit* specified in the *Schedule*; and
- B. the *Maximum Indemnity Period* specified in the *Schedule*.

The *Insurer's* liability is restricted to the actual loss sustained by the *Insured* resulting from the interruption of or interference with the *Business*, being as follows:

- A. the difference between the reduced *Gross Earnings* during the *Indemnity Period* as a direct consequence of the *Damage* and the normal *Gross Earnings* during the corresponding period in the 12 (twelve) months prior to the *Damage*; and
- B. the additional expenditure necessarily and reasonably incurred by the *Insured* for the sole purpose of avoiding or mitigating the interruption of or interference with the *Business* which, but

for that expenditure, would have taken place during the *Indemnity Period* in consequence of the *Damage*, but not exceeding the amount of the reduction in *Gross Earnings* avoided,

LESS

- C. any savings made in respect of charges and expenses during the period of interruption of or interference with the *Business*.

Extensions to Section 2

1. Auditors' Fees

This Section extends to include the necessary and reasonable fees payable to the *Insured's* auditors or professional accountants for producing such particulars or details contained in the *Insured's* books of account or other business documents, or such other proofs, information or evidence as may be required by the *Insurer*. The *Insurer's* liability under this Extension will not exceed the *Sub-Limit* specified in the *Schedule*.

2. Capital Additions, Acquisitions, Alterations and Improvements

This Section extends to include losses sustained by the *Insured* resulting from the interruption of or interference with the *Business* in respect of:

- A. alterations, additions, extensions and/or improvements to the *Buildings* under *Property Insured*; and
- B. newly acquired and/or newly erected *Buildings* provided they are not otherwise insured.

Provided that:

- i) the *Insurer's* liability under this Extension will not exceed 10% (ten percent) of the *Sum Insured* for *Building(s)* or *Contents* depending on the item of *Property Insured* under which the new acquisition is categorised;
- ii) the *Insured* must inform the *Insurer* every 6 (six) months of any alterations, additions, extensions or improvements, and in respect of any such newly acquired and/or newly erected property, as soon as practical and in any event within 6 (six) months of the date of acquisition; and

- iii) the *Insured* agrees to pay the appropriate additional premium required from the date of acquisition of the newly acquired property, capital additions, alterations or improvements.

3. Denial of Access

This Section extends to include losses arising from interruption of or interference with the *Business* in consequence of *Damage* caused by an *Insured Peril* to any property within 250 (two hundred and fifty) metres of the *Insured Premises* which prevents the use of or access to the *Property Insured*, irrespective of whether or not the *Property Insured* suffers similar *Damage*. The *Insurer* will not be liable for any claim in excess of the *Sub-Limit* specified in the *Schedule*.

4. Increased Cost of Working

This Section extends to cover the additional expenditure necessarily and reasonably incurred following a claim under this Section to minimise any reduction to the *Gross Earnings* of the *Business* or resume or maintain normal business operations, for an amount not exceeding the *Sub-Limit* stated in the *Schedule* and/or for a period not exceeding any *Maximum Indemnity Period* stated in the *Schedule*.

5. Infestation and Defective Sanitation

The *Insurer* will indemnify the *Insured* for losses arising from interruption of or interference with the *Business* in consequence of the *Occurrence* at the *Insured Premises* of:

- A. murder, suicide or food or drink poisoning;
- B. vermin, pests or defective sanitation equipment which causes restrictions on the use of the *Insured Premises* on the order or advice of the competent local authority; or
- C. *Accidental Damage* as insured by this Section, to the drains or sanitary apparatus at the *Insured Premises* which results in closure of the *Insured Premises*.

The *Insurer* will not be liable under this Section for any amount in excess of the *Sub-Limit* specified in the *Schedule*.

6. Infectious Equine Disease

This Section extends to indemnify the *Insured* for losses from interruption of or interference with the *Business* as a result of an *Occurrence* of an *Infectious Equine Disease* first manifested during the *Period of Insurance* which is entirely beyond *Your* control and which *You* were unaware of prior to the beginning of this *Period of Insurance*. This does not include:

- A. costs for cleaning, repair, replacement, recall or checking of any property;
- B. any losses incurred in excess of the first 14 (fourteen) days after discovery of an *Infectious Equine Disease*;
- C. any losses incurred away from the originating site (which can be any location where your activities have taken place) of the occurrence of an *Infectious Equine Disease*.

The most We will pay for all losses arising from an *Occurrence* of an *Infectious Equine Disease* is GBP10,000 in the aggregate for the *Period of Insurance* for *Any One Policy*.

7. Legionella

This Section extends to include losses arising from interruption of or interference with the *Business* as a result of any outbreak of Legionellosis at the *Insured Premises* causing restrictions on the use of the *Insured Premises* on the order or advice of the competent authority. The *Insurer* will not be liable under this Section for any amount in excess of the *Sub-Limit* specified in the *Schedule*.

8. Outstanding Debit Balances

This Section extends to include losses sustained in respect of outstanding debit balances arising from interruption of or interference with the *Business* in consequence of *Damage at the Insured Premises*, being the difference between the outstanding debit balances and the total of the amounts received or traced. In addition, the additional expenditure incurred with the previous consent of *Insurers* in tracing and establishing customers' debit balances after the *Damage*.

For the purpose of this Extension, outstanding debit balances means the total amount outstanding in customers' accounts as set out in the *Insured's* accounts at the end of the prior calendar month, adjusted for:

- A. bad debts;
- B. amounts debited, or invoiced but not debited, and credited, including credit notes and cash not passed through the books at the time of the *Occurrence*, to customers' accounts in the period between the date to which said last statement relates and the date of the *Occurrence*; and
- C. any abnormal conditions of trade which had or could have had a material effect on the *Business*,

so that the adjusted figure represents as closely as possible the figure which would have been obtained had the *Damage* not occurred.

Further, if the *Limit of Liability* is less than the outstanding debit balances the amount payable will be proportionately reduced.

No amount will be payable under this Extension unless:

- a) the *Insured's* business books, accounts or records in which customers' accounts are shown are kept in a fireproof cabinet or similar; and
- b) any electronic accounting or other business records in which customers' accounts are shown are backed up regularly and stored off-site.

The *Insurer's* liability for all losses under this Extension is limited to 70% of the *Sum Insured*.

9. Public Utilities

The Section extends to indemnify the *Insured*, to the extent of any *Sub-Limit* indicated in the *Schedule*, for losses arising from interruption of or interference with the *Business* in consequence of *Damage* by an *Insured Peril* to property at the premises of the following public utilities, in the *Territorial Limits*, from which the *Insured* obtains supplies or services:

- A. any generating station or sub-station of the public electricity supply undertaking from which the *Insured* obtains electricity;
- B. any land-based premises of the public gas supply undertaking or of any natural gas producer linked directly from which the *Insured* obtains gas; or
- C. any water works or pumping station of the public water supply undertaking from which the *Insured* obtains water;
- D. any land-based telecommunication services to the *Insured Premises*.

Provided that the *Insurer* will not be liable:

- i) for any claim in excess of the *Sub-Limit* specified in the *Schedule*;
- ii) for any loss arising from failures which do not involve the absence of supply for at least 60 (sixty) consecutive minutes; and
- iii) the total or partial failure occasioned by strike or lock-out, total or partial withdrawal of labour, or total or partial stoppage of work.

10. Suppliers

This Section extends to indemnify the *Insured* for losses from interruption of or interference with the *Business* as a result of *Damage* by an *Insured Peril* to property at the premises of the *Insured's* direct suppliers, manufacturers or processors of components, goods or materials, and located within the *Territorial Limits*. This will not apply to any supplier which would fall within **Extension 9 – Public Utilities**, and the amount will not exceed any *Sub-Limit* stated in the *Schedule*.

11. Veterinary Vaccination Costs

Upon confirmation of any *Horse* having an *Infectious Equine Disease* we will pay the vaccination costs of any un-infected *Horse* at the *Insured Premises* where any infected *Horse* is located.

The most We will pay for losses arising from any veterinary vaccination costs is GBP50 for any one *Horse* treated and GBP1,000 in the aggregate for the *Period of Insurance* for Any One Policy.

Conditions to Section 2

1. Accumulated Stock

In assessing any claim for loss, it will be taken into account and a fair allowance made, if any reduction in *Gross Earnings* due to the *Incident* is postponed by reason of the *Gross Earnings* being temporarily maintained from accumulated stocks of finished goods.

2. Alternative Trading

If, during the *Period of Insurance*, goods are sold or services rendered elsewhere than at the *Insured Premises* for the benefit of the *Business*, either by the *Insured* or by others on the *Insured's* behalf, the money paid or payable in respect of such sales or services will be taken into account in arriving at the amount of the indemnity.

3. Cessation of the Business

If, after the happening of *Damage* by an *Insured Peril*, any business owned or operated by the *Insured* is wound up or carried on by a liquidator, receiver or administrator or permanently discontinued, this Section will cease to have effect from the date of the decision to wind up or permanently discontinue the *Business* or the date of the decision to appoint a liquidator, receiver or administrator, unless this Section's continuance is agreed in writing by the *Insurer*.

4. Due Diligence

In the event of *Damage* that may give rise to a claim under this Section, it is a *Condition Precedent* to the *Insurer's* liability under this *Policy* that the *Insured*, with due diligence, takes all steps that are reasonably practicable to avoid or minimise any interruption of or interference with the *Business*.

5. Experience of the Business

In determining the amount of loss, due consideration will be given to the experience of the *Business* before the date of the *Damage* and the probable experience of the *Business* afterwards had no loss or *Damage* occurred to the *Property Insured*.

6. First Twelve Months' Trading

In the event of a claim arising from *Damage* occurring before the completion of the first 12 (twelve) months of the carrying out of the *Insured's Business*, any terms in this Section referring to income and outgoings during a prior period of 12 (twelve) months will be adjusted so as to apply to the income and outgoings during the period from commencement of the *Insured's Business* to the date of the *Damage*.

7. Infectious Equine Disease

We will not make any payment under **Extension 6 - Infectious Equine Disease** of this Section, unless You ensure that:

- A. all newly arrived *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 newly arrived *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 must undergo such veterinary tests before being allowed in contact with other *Horses*;
- B. any *Horse* confirmed or suspected of having an *Infectious Equine Disease* is kept in a separate *Quarantine Stable* which is sufficiently isolated as to not pose any risk of potential transmission and must undergo veterinary treatment and / or vaccination to obtain veterinary certification and /or confirmation that the *Horse* has been tested and is free from disease and is allowed in contact with other *Horses*;
- C. the *Quarantine Stable* have supervised oversight by an individual knowledgeable in disease control and quarantine procedures;
- D. all animal caregivers take precautionary measures to restrict contamination of other *Horses* through hands, clothing, equipment or *Saddlery and Tack*.

8. Insured's Accounting Definitions

For the purpose of any definitions applicable to this Section, any adjustment implemented in current cost accounting will be disregarded. The undefined words in this Section will have the meaning usually attached to them in the *Insured's* books and accounts.

9. Payments on Account

Payments on account will be made by the *Insurer* to the *Insured* at the *Insurer's* discretion.

10. Premium Payment

Any premium paid for **Section 2 – Business Interruption** may be adjusted on receipt by the *Insurer* of a declaration of the *Gross Earnings* earned during the financial year closest to the *Period of Insurance*, as reported by the *Insured's* auditors. If any *Damage* has occurred giving rise to the interruption of or interference with the *Business*, the above-mentioned declaration will be increased, for the purpose of premium adjustment, by the amount by which the *Gross Earnings* is reduced during the financial year solely in consequence of the *Damage*.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum *Indemnity Period* exceeds 12 (twelve) months) is less than the **Section 2 – Business Interruption Sum Insured** for the relative *Period of Insurance*, the *Insurer* will allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid.

11. Reinstatement of Limit

It is agreed that, in the event of payment of a claim under this Section, the *Sum Insured* will be reinstated to the full amount from the time of the *Damage* until expiry of this Policy, in consideration of the additional premium paid or payable by the *Insured* in respect of the amount of such reinstatement.

12. VAT

To the extent that the *Insured* is accountable to the tax authorities for Value Added Tax, all terms in this Section will be exclusive of such tax.

Exclusions to Sections 1 and 2

The following Exclusions apply to these Sections of this Policy in addition to the **General Exclusions** of the Policy unless stated otherwise.

1. The *Insurer* will not be liable for any amount of the *Excess* as specified in the *Schedule* with respect to the Section or individual coverages under the Sections.
2. The *Insurer* will not be liable for *Damage*:
 - A. arising from any other peril, whether shown as operative on the *Schedule* / Certificate of Insurance or not;
 - B. to *Buildings* or structures in course of construction or erection and materials or supplies connected with them;
 - C. the cost of maintenance or routine decoration; or
 - D. to garden landscaping and paving, garden furniture, trees and plants, gates and fences.

Provided that this Exclusion does not exclude subsequent *Damage* resulting from an ensuing cause which is not otherwise excluded.

3. With respect to subsidence, ground heave and landslip, the *Insurer* will not be liable for *Damage* or the resulting interruption or interference with the *Business*
 - A. arising from:
 - i) collapse, cracking, shrinkage or settlement of new *Building(s)* or any part of it;
 - ii) coastal or river erosion;
 - iii) defective design or workmanship or the use of defective materials, including inadequate construction of foundations;
 - iv) settlement or movement of made up ground;
 - v) the normal settlement or bedding down of new structures;
 - vi) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;

- vii) demolition, construction, structural alteration or repair of any *Building(s)* at the same *Insured Premises*; or
 - viii) groundwork or excavation at the same *Insured Premises*.
- B. to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences at the same *Insured Premises*, unless specifically insured in this Policy, provided such *Damage* also affects the structure of the *Building(s)* insured here against such *Damage*;
- C. which occurs while the *Building* or any part of it is in the course of erection, demolition, structural alteration or structural repair; or
- D. which occurs at the same *Insured Premises* and which originated prior to the inception of this cover.
4. With respect to storm, the *Insurer* will not be liable for *Damage* or the resulting interruption or interference with the *Business* caused:
- A. by the change in water table levels or the failure of tanking within basements and cellars;
 - B. by flash flooding or flood arising from surface water run-off;
 - C. by water inundation from the coast, a water course, lake, reservoir, ditch, drain, sewer or culvert;
 - D. by spray, salt or contaminants from any source listed in C. above;
 - E. by subsidence, ground heave or landslide;
 - F. to garden landscaping and paving, garden furniture, tree and plants, gates and fences; or
 - G. to *Buildings* that are not of *Standard Construction* other than where *Buildings* are less than 10 (ten) years old at the inception of this Policy, unless *We* have agreed in writing that the age of the *Buildings* can be greater than 10 (ten) years old.
5. With respect to flood the *Insurer* will not be liable for *Damage* or the resulting interruption or interference with the *Business* caused:
- A. by the change in water table levels or the failure of tanking within basements and cellars;
 - B. by subsidence, ground heave or landslide; or
 - C. to garden landscaping and paving, garden furniture, tree and plants, gates and fences.
6. With respect to breakage or collapse of aerials, the *Insurer* will not be liable for *Damage* to or the resulting interruption or interference with the *Business* caused by or arising from the erection, dismantling, repair or maintenance of such aerials.
7. With respect to *Damage* caused by malicious persons, the *Insurer* will not be liable for *Damage* to or the resulting interruption or interference with the *Business* caused:
- A. by the *Insured* or the *Insured's* officers or *Persons Employed*;
 - B. by the *Authorised Resident* of the *Insured's Building* or any part of it; or
 - C. to garden landscaping and paving, garden furniture, tree and plants, gates and fences.
8. The *Insurer* will not be liable for *Damage* or interruption or interference with the *Business* caused by theft or attempted theft:
- A. unless there has been forcible and violent entry to or exit from the *Buildings* or theft or attempted theft of any part of the fabric of the *Buildings* whether or not there has been forcible and violent entry;
 - B. by the *Insured* or the *Insured's* officers or *Persons Employed*;
 - C. by the *Authorised Resident* of the *Insured's Building* or part of it;
 - D. to garden landscaping and paving, garden furniture, tree and plants;
 - E. to contents, belonging to or in the custody and control of the *Insured*, from common areas of the *Buildings*;
 - F. from yards, gardens, open spaces or outbuildings to *Insured Premises*;

- G. where such theft or attempted theft comprises the taking, or attempted taking, of goods by force during a catastrophe, such as war, natural disaster, riot, strike or civil commotion.
 - H. from an *Unattended Vehicle* unless the *Insured Property* is completely hidden within the storage compartment, locked boot or locked trailer of the vehicle and all security measures on the vehicle and trailer are fully operational; or
 - I. of *Insured Property* away from *Insured Premises* unless the *Insured Property* is stored in a securely locked room, *Building*, *Horse Trailer* or horsebox.
9. The *Insurer* will not be liable for *Damage* or interruption or interference with the *Business* caused by:
- A. explosion, failure or collapse of a boiler (but not a boiler used for domestic purposes only) economiser or other vessel, machine, apparatus or pipe work at the *Insured Premises* in which internal pressure is due to steam only belonging to, or under the control of, the *Insured*;
 - B. leakage of electricity, self-ignition, over-running, excessive pressure, short circuiting, self-heating of the any equipment, electrical apparatus or fittings;
 - C. joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam, and feed piping in connection therewith;
 - D. inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials;
 - E. faulty or defective workmanship, operational error or omission on the part of the *Insured* or any of their *Persons Employed* where such error or omission is committed with the knowledge of or connived at by the *Insured*; or
 - F. the operation of *Machinery*, plant, apparatus or equipment;
- This Exclusion does not exclude subsequent *Damage* resulting from an ensuing cause which is not otherwise excluded.
10. The *Insurer* will not be liable for *Damage* or interruption or interference with the *Business* caused by or consisting of:
- A. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;
 - B. change in temperature, colour, flavour, texture or finish;
 - C. *Pollution or Contamination*;
 - D. mechanical or electrical breakdown, derangement or overloading; or
 - E. the item of *Property Insured* undergoing any process involving the application of heat;
- but this exclusion does not apply to *Damage* resulting from or resulting in an *Insured Peril*.
11. The *Insurer* will not be liable for *Damage*, or interruption or interference with the *Business* caused by or consisting of:
- A. acts of fraud or dishonesty on the part of the *Insured* or any partner, director or *Person Employed*, members of their families or any other person to whom *Property Insured* has been entrusted;
 - B. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
 - C. impact with any *Property Insured* by any waterborne vessel or craft; or
 - D. Mould, fungi, spores, bacteria, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health, except in respect of insurance provide by the **Infestation and Defective Sanitation** under **Section 2 – Business Interruption**.
12. The *Insurer* will not be liable for *Damage* or interruption or interference with the *Business* caused by, or consisting of, the voluntary parting with title or possession of any property or rights to property.

13. The *Insurer* will not be liable for any *Damage* to property in transit covered, or which should have been covered, under a marine policy or policies.
14. The *Insurer* will not be liable for *Damage* or the resulting interruption or interference caused directly by the *Property Insured's* own collapse or cracking, unless such *Damage* results from an *Insured Peril* and is not otherwise excluded.
15. The *Insurer* will not be liable for *Damage* or interruption or interference caused directly by or consisting of or resulting from the *Business* voluntarily halting its operations for any period of time.
16. The *Insurer* will not be liable for *Damage* or interruption or interference caused directly by loss of market, loss of use of *Property Insured* or consequential loss or *Damage* of any kind not specifically insured under this Policy.
17. The *Insurer* will not be liable for *Damage* or interruption or interference with the *Business* attributable solely to changes in the water table level.
18. The *Insurer* will not be liable for *Damage* or interruption or interference with the *Business* attributable to *Damage* to the following property:
 - A. glass (other than *Glass*), china, earthenware, marble, statuary or other fragile or brittle objects but this exclusion does not apply in respect of *Damage* caused by an *Insured Peril* and which is not otherwise excluded;
 - B. documents, tenants' property, *Money* or any articles of gold, silver or other precious materials, jewellery or other personal items but this exclusion does not apply when these types of property are personal effects belonging to *Insured Persons* whilst on the *Insured Premises*;
 - C. property in transit except as provided for under the individual Extension clauses;
 - D. vehicles licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - E. property or structures in the course of construction or erection, and materials or supplies in connection with all such property in the course of construction or erection;
 - F. land, roads, pavements, piers, jetties, bridges, culverts, underground shafts, mines or excavations; or
 - G. *Horses, Livestock*, animals, growing crops or trees;

unless specified in the *Schedule* as insured by this Section.

This Section will not apply to the policy unless specified as INSURED in the *Schedule*.

SECTION 3 LOSS OF MONEY

Insuring Clause

The *Insurer* will indemnify the *Insured* in respect of theft of or *Damage* to *Money* held in connection with the *Business* which occurs during the *Period of Insurance* whilst:

1. at the *Property Insured* during the operating hours of the *Business* or in any bank night safe;
2. in transit within the *Territorial Limits* to and from the *Property Insured* while in the custody of the *Insured* or an authorised person acting on behalf of the *Insured*;
3. at a locked safe within the *Property Insured* outside the operating hours of the *Business* where the keys or any record of the safe combination have been removed and are held in the personal custody of an authorised *Person Employed*; or
4. at a locked safe at the private residence of a principal or an authorised *Person Employed*, each of which will be subject to any applicable *Sub-Limit* specified in the *Schedule*.

Limit of Liability

The liability of the *Insurer* under this Section in respect of any one *Occurrence* and in the aggregate during the *Period of Insurance* will not exceed the *Limit of Liability* as specified in the *Schedule* for Loss of Money or any *Sub-Limit* specified above.

Extensions to Section 3

The following Extensions will apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1. Personal Assault

Loss due to the below specified injuries to the *Person Employed* caused solely and directly by theft or attempted theft during the course of the *Business* of property or *Money* belonging to the *Insured* or the *Person Employed* or in the *Insured's* or the *Person Employed's* possession or control. Any payment under this Extension will be made on the following basis only.

Death	GBP5,000
Permanent loss of / loss of use of one or more limbs, occurring within 2 (two) years of the incident.	GBP5,000
Permanent loss of sight or vision, occurring within 2 (two) years of the incident.	GBP5,000
Total disablement preventing engaging in usual occupation	GBP100 per week for a maximum period of 2 (two) years
Partial disablement preventing engaging in usual occupation	GBP50 per week for a maximum period of 2 (two) years

All payments are subject to the following conditions:

- A. Payment will only be made under one of the above items in respect of the same *Injury*; and
- B. No payment will be made in respect of *Injury* resulting from or aggravated by any pre-existing injury, defect, illness or medical condition, or pregnancy or childbirth.

Exclusions to Section 3

The following Exclusions apply to this Section in addition to the **General Exclusions** of the Policy unless stated otherwise.

1. Fraud or Dishonesty

Loss or *Damage* caused by any principal or *Person Employed* or a member of their family or household.

2. Accounting Errors, Mysterious or Unexplained Disappearances

Loss due to shortages from accounting or mysterious or unexplained disappearances, or other error or omission, depreciation in value, counterfeit money or dishonoured cheques.

3. Unattended Vehicles

Loss or *Damage* due to theft from any *Unattended Vehicles*.

Conditions to Section 3

The following are all *Conditions Precedent*, unless otherwise stated.

1. Tills and Cash Registers

Any till or cash register at the *Property Insured* must be left empty of *Money* outside of the *Business* operating hours.

2. Record Keeping

A complete record of all *Money* held by the *Insured*, including *Money* in transit, must be maintained and kept in a separate location from the *Money*.

3. Credit Cards

Upon becoming aware of a loss of any credit card, the *Insured* must give immediate notice to the organisation which issued the card.

SECTION 4 GOODS IN TRANSIT

Insuring Clause

The *Insurer* will indemnify the *Insured* in respect of *Damage* to any *Products* which occurs during the *Period of Insurance* and while in the course of transit by air, rail or road within the *Territorial Limits*.

Cover under this Section commences immediately prior to loading and continues until immediately after unloading at the intended destination.

Limit of Liability and Basis of Settlement

The liability of the *Insurer* under this Section in respect of any one *Occurrence* and in the aggregate during the *Period of Insurance* does not exceed the *Limit of Liability* specified in the *Schedule* for Goods in Transit for all *Products*:

1. contained on or within any one vehicle; or
2. comprising any one consignment in transit.

Settlement of any claims will be on the basis of the amount of any invoice in respect of the *Products* in transit. If there is no invoice, settlement will be on the basis of the value of the *Products* at the time cover commences under this Section.

Extensions to Section 4

The following Extensions apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1. Expenses

Costs and expenses reasonably and necessarily incurred to:

- A transfer any undamaged *Products* to another vehicle, following breakdown of the original vehicle, and deliver it to its original intended destination; and/or
- B remove any damaged *Products* for the purpose of disposal; and/or
- C reloading or resecuring any *Products* which have moved or fallen from the vehicle.

2. Packing and Securing Materials

Damage whilst in transit to any items used to secure *Products* in the course of transit, being restraints, tarpaulins, sheets or other packing and securing materials owned by the *Insured* or for which the *Insured* is legally responsible.

Exclusions to Section 4

The following Exclusions apply to this Section in addition to the **General Exclusions** of the Policy unless as stated otherwise.

1. Consequential Loss

Delay, loss of market, loss of profit, or indirect or consequential loss of any kind or description.

2. Defective Products

- A Mechanically or electronically defective *Products*
- B Leakage, spillage or deteriorated *Products* unless caused by fire, theft or attempted theft or vehicular accident.

3. Gradually Operating Causes

Loss or *Damage* due to changes in climate or atmosphere, or by reason of a gradually operating cause such as corrosion, rust, rot, mould, fungus, or due to the presence of insects, vermin or pests, or natural deterioration.

4. Incorrectly Packaged Products

Loss of or *Damage* to *Products* which have been incorrectly or inappropriately packaged or stored, or due to faulty packaging or mislabelling.

5. Unattended Vehicles

Damage by theft or attempted theft from any *Unattended Vehicles* unless:

- A all points of access are closed and locked, and any protective measures are in full and effective operation; or
- B if left overnight between the hours of 21.00 and 06.00, in addition to A above, the vehicle is parked in a locked and secure building, garage or enclosed yard.

6. Valuable or High-Risk Items

Damage to:

- A. fragile or brittle articles, unless such *Damage* is caused by fire, theft or attempted theft or vehicular accident;
- B. living creatures or organisms;
- C. jewellery and watches, precious metals and stones, bullion, artworks, money, securities for money; and
- D. explosives, flammable, or other dangerous goods, or nuclear waste.

This Section will not apply to the policy unless specified as INSURED in the *Schedule*.

SECTION 5 DETERIORATION OF REFRIGERATED STOCK

Insuring Clause

The *Insurer* will indemnify the *Insured* in respect of deterioration of *Refrigerated Stock* which occurs during the *Period of Insurance* and is caused by a change in temperature due to:

1. mechanical failure of or breakdown of an automatic temperature control unit;
2. unexpected failure of public utilities, other than where such failure is as a result of a deliberate decision by the service provider in consequence of the *Insured's* actions or inaction; or
3. fumes escaping from refrigeration equipment.

Limit of Liability and Basis of Settlement

1. The liability of the *Insurer* will not exceed the *Limit of Liability* specified in the *Schedule* for *Refrigerated Stock*.
2. The basis of settlement of any claim under this Section will be the cost of replacement of the *Refrigerated Stock*.

Exclusions to Section 5

The following Exclusions will apply to this Section in addition to the **General Exclusions** of the Policy unless as stated otherwise.

1. Consequential Loss

Consequential loss of any nature.

2. Out of Date Refrigerated Stock

The deterioration of any *Refrigerated Stock* in respect of which the 'sell by', 'use by', 'best before', or any equivalent date, is the same as or prior to the date of the deterioration.

3. Old Refrigeration Equipment

The deterioration of any *Refrigerated Stock* which is stored in refrigeration units or equipment which is:

- (a) more than 10 (ten) years old at the date of the deterioration; and/or
- (b) subject to a regular maintenance agreement where the last scheduled or usually occurring maintenance inspection has not taken place for any reason not beyond the *Insured's* control.

GENERAL EXCLUSIONS

The following General Exclusions apply to all Sections of this Policy unless stated otherwise, and are in addition to any specific Exclusions listed in the individual Policy Sections. In the event any portion of these Exclusions is found to be invalid or unenforceable, the remainder will remain in full force and effect.

The *Insurer* will not be liable under this Policy for any:

1. Chemical and Biological

Loss, *Damage* or *Legal Liability* arising, directly or indirectly, from or in consequence of chemical or biological emission, release, discharge, dispersal or escape, or chemical or biological exposure of any kind, chemical and/or biological and/or radiological irritants, contaminants or pollutants.

2. Cyber and Data

A. Cyber

Loss, *Damage*, *Legal Liability* or any other loss, cost or expense arising out of or caused deliberately or accidentally by:

- i) the use of or inability to use any application, software, or programme;
- ii) any *Virus or Similar Mechanism* or *Denial of Service Attack*;
- iii) any computer related hoax relating to i) and/or ii) above.

B. Electronic Data

Loss or *Damage* to, or *Legal Liability*, cost or expense arising out of such loss or *Damage* to, any *Electronic Data* wherever it is stored, unless such loss or *Damage* results from an *Insured Peril* and is not otherwise excluded.

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

3. Excess

Amount of the *Excess* specified in the *Schedule*.

4. Electronic Date Recognition

Loss, *Damage*, or consequential loss or *Legal Liability* directly or indirectly caused by, or consisting of, or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the *Insured* or not:

- A. correctly to recognise any date as its true calendar date;
- B. to capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- C. to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save or retain or correctly to process such data on or after any date;

but this does not exclude subsequent *Damage* to the *Insured's* property including hired in plant and hired temporary buildings or consequential loss resulting therefrom not otherwise excluded under this Policy, which itself results from an *Insured Peril*.

5. Infectious or Contagious Disease

Loss, *Damage*, *Legal Liability*, claim, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) or b) above,

For the purposes of this General Exclusion, infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means, but does not include any disease for which specific coverage is given by [Section 2 – Business](#)

Interruption Extension 6 – Infectious Equine Disease.

This Exclusion also does not apply to any cost or expense incurred in accordance with **Section 2 – Business Interruption Extension 11 – Veterinary Vaccination Costs**.

6. Law and Jurisdiction

Judgments, awards, settlements or orders of courts outside the *Territorial Limits* as defined, or orders seeking to enforce such judgments, awards, settlements or orders, or any liability arising under the law of any place outside the *Territorial Limits*.

7. Mould and Fungus

Loss, *Damage* or *Legal Liability* arising, directly or indirectly, from mould, fungi, spores, bacteria, or any form of bacterial contamination, except in respect of insurance provide by the **Infestation and Defective Sanitation** Extension under **Section 2 – Business Interruption**.

8. Nationalisation and Confiscation

Loss, *Damage* or *Legal Liability* arising, directly or indirectly, from loss or destruction of or *Damage* to any property or any consequential loss caused by, or contributed to by, confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.

9. Northern Ireland

Loss, *Damage* or *Legal Liability* arising, directly or indirectly, from *Damage* to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- A. civil commotion; or
- B. any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association, being an organisation which is engaged in *Acts of Terrorism* and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment to the same.

In any action, suit or other proceedings where the *Insurer* alleges that, by reason of this Exclusion, any loss, destruction or *Damage* or loss resulting from such loss, destruction or *Damage* is not covered by this insurance (or is covered only up to a *Limit of Liability* as specified in the *Schedule*) the burden of proving such loss, destruction or *Damage* or loss resulting from such loss, destruction or *Damage* is covered (or is covered beyond that *Limit of Liability*) will be upon the *Insured*.

10. Other Insurance

Loss, *Damage*, consequential loss or *Legal Liability* arising, or cost and expenses, which are otherwise more specifically insured under any other policy by or on behalf of the *Insured*.

11. Punitive and Exemplary Damages

Fines or damages for breach of contract or any penalties of whatsoever nature.

12. Radioactive Contamination,

Loss, *Damage* or *Legal Liability* arising, directly or indirectly, 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 substance or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component; or
- C. any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

13. Sonic Boom

Loss, *Damage* or *Legal Liability* arising, directly or indirectly, from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

14. Strikes, Riots, Civil Commotion

Loss, *Damage* or *Legal Liability* arising, directly or indirectly, from any riot, strike, civil commotion, or looting, looting being the theft or attempted theft of or taking of goods by force during a catastrophe such as war, natural disaster, riot, strike or civil commotion.

15. Terrorism or Act of Sabotage

- A. Loss, *Damage* or *Legal Liability* arising, directly or indirectly, from any *Act of Terrorism* or *Act of Sabotage* including any action taken in controlling, preventing, suppressing or any *Act of Terrorism*;
- B. Loss, *Damage*, injury, cost or expense directly or indirectly arising out of:
 - i) any business interruption losses resulting from customers' or suppliers' extensions or denial of access due to any *Act of Terrorism* or *Act of Sabotage*; or
 - ii) Loss, *Damage*, cost or expenses directly or indirectly arising out of any service interruption due to any *Act of Terrorism* or *Act of Sabotage*.

16. War

Loss, *Damage* or *Legal Liability* arising, directly or indirectly, from *War*, whether *War* be declared or not.

CLAIMS CONDITIONS

The following Claims Conditions apply to all Sections and Extensions of this Policy unless stated otherwise.

1. In the event of a claim, or any circumstances which may give rise to a claim under this Policy, the *Insured* must notify:

Crawford & Company Adjusters (UK) Limited
Second Floor
Ashton House
499 Silbury Boulevard
Milton Keynes
MK9 2AH

Tel: 01908 302 230
(Property and Personal Assault claims)

Email: britukproperty@broadspiretpa.co.uk

- A. within 7 (seven) days in the case of *Damage* caused by malicious persons; or
 - B. as soon as possible, but in any event no later than 30 (thirty) days in the case of any other loss or *Damage*.
2. Additionally, in the event of any theft, attempted theft, or malicious damage the *Insured* must immediately notify the police and any other relevant public or local authority.
3. The *Insured* must supply at its own expense full details of the claim, in writing, together with any supporting information, receipts and proofs which the *Insurer* may reasonably require, and no claim will be paid until the *Insured* has complied with this paragraph.

GENERAL CONDITIONS

The following General Conditions apply to all Sections of this Policy unless stated otherwise, and are in addition to the Conditions specific to each Section:

1. Abandonment

The *Insured* must not in any case abandon any property to the *Insurer*, whether taken possession of by the *Insurer* or not.

2. Action to Minimise Loss

It is a *Condition Precedent* that if any circumstance occurs which may give rise to a claim under this *Policy*, the *Insured* must take action to minimise the loss or *Damage*, to avoid interruption of or interference with the *Business*, and to prevent further *Damage* or *Injury*.

3. Alteration of Risk

If, after the beginning of the *Period of Insurance*, there is any alteration:

- A. by removal of *Property Insured*;
- B. where the risk of *Damage*, *Injury* or *Legal Liability* is increased;
- C. where the *Insured's* interest ceases except by will or operation of law;
- D. where any business of the *Insured* owned or operated for the purpose of the *Business* is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
- E. any change is made in the description of the *Business* or the *Insured Premises*, the *Insured* must give written notice to the *Insurer* as soon as possible, and in any event no later than 14 (fourteen) days from the date of the alteration or the date of the *Insured's* knowledge of the alteration.

The *Insurer* reserves the right to amend the terms of this Policy at the time of such notification, and no indemnity will be provided until the *Insured* has accepted the terms in writing and by an Endorsement attaching to this Policy. Any change in the description of the *Business* or the *Insured Premises* and any material variation from the information supplied to the *Insurer* prior to the *Period of Insurance* and not notified to the *Insurer* is not indemnified under this Condition.

4. Assignment

Any assignment or transfer of the insurance provided by this Policy will not be valid without the prior written consent of the *Insurer*.

5. Cancellation

This Insurance may be cancelled at any time by the *Insured*, by giving notice to the *Insurer*.

- A. If the *Insured* cancels the Policy during the first 14 (fourteen) days of inception of receipt of the insurance documents or the start of the *Period of Insurance*, whichever is the earlier (the cooling off period), the *Insurer* will refund the premium paid.
- B. If the *Insured* wishes to cancel the Policy after expiry of the cooling off period specified in A above, the *Insured* must give 14 (fourteen) days' notice to the *Insurer*. The *Insured* will be entitled to a return of premium in respect of the unexpired portion of the *Period of Insurance* only.
- C. If a claim has been submitted or paid, or a circumstance notified to the *Insurer* as being likely to give rise to a claim during the *Period of Insurance*, no refund of premium will be given under any circumstances.

This Insurance may also be cancelled for a valid reason by the *Insurer*, by sending 14 (fourteen) days' notice to the last known address of the *Insured* stating the reason for cancellation.

Valid reasons for cancellation include:

- i) Non-payment of *Premium*;
- ii) A change in the risk, meaning that the *Insurer* can no longer provide the *Insured* with cover;
- iii) The *Insured's* non-cooperation or failure to provide any information or documentation the *Insurer* asks for; or
- iv) Threatening or abusive behaviour, or the use of threatening or abusive language.

Where this Condition is exercised, the *Insured* is entitled to a return of premium in respect of the unexpired portion of the *Period of Insurance*, after any adjustment of the *Premium* paid as provided for by any conditions of this Policy, and subject to no claim having been paid or being

outstanding (in whole or in part) in respect of the expired portion of the *Period of Insurance*.

In the event of receipt of notice of cancellation by either party after a claim has been paid, any premium outstanding will become immediately payable.

6. Choice of Law and Jurisdiction

Unless otherwise agreed by the *Insurer* and the *Insured*, this Policy is subject to, and interpreted solely in accordance with, the laws of England and Wales, and any disputes are subject to the exclusive jurisdiction of the courts of England and Wales.

7. Compliance with Terms and Right of Recovery

Compliance with terms of this *Policy* which set out anything to be done or complied with by the *Insured*, is a *Condition Precedent* to any liability of the *Insurer*.

8. Conditions Precedent

Conditions Precedent to liability must be satisfied before the *Insurer* becomes liable to make any payment to the *Insured* under this *Policy*. In the event of the *Insured's* breach of any *Conditions Precedent* in respect of any claim the *Insurer* is entitled to decline liability and is not required to make any payment to the *Insured* for such claim.

9. Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the *Insured* and both the *Insurer* and *Insured* may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not exclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

10. Contribution

If at the time of any claim(s) covered by the **Section 1 – Property Damage** and **Section 2 – Business Interruption** Sections of this Policy, other insurance policies cover the same risk or part of the same risk, the *Insurer* will not be liable for more than a percentage proportion of the claim calculated by reference to the policy limits

of each applicable insurance policy.

If any such other insurance policies are subject to any condition relating to underinsurance (also known as *Average*), this Policy, if not already subject to any such condition, will be subject to in the same way.

If any such other insurance is subject to any provision where it is excluded from applying equally alongside this Policy, either in whole or in part, or from contributing proportionately as described above, the liability of the *Insurer* will be limited to that proportion of the *Damage* which the *Sum Insured* under this Policy bears to the value of the property.

11. Declarations of Premium

If any part of the *Premium* is based on estimates provided by the *Insured*, the *Insured* must keep an accurate record containing all relevant information and will at any time allow the *Insurer* to inspect such record.

12. Excess

No indemnity is provided until the applicable *Excess* for any claim has been paid to and received by the *Insurer*.

13. Fraudulent Claims

If the *Insured* makes a fraudulent claim under this insurance, the *Insurer*:

- i) is not liable to pay the claim;
- ii) may recover from the *Insured* any sums paid by the *Insurer* to the *Insured* in respect of the claim;
- iii) may by notice to the *Insured* treat the contract as having been terminated with effect from the time of the fraudulent act; and
- iv) need not return any of the premiums paid.

14. Insurance Act 2015

Nothing in this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/ or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.

15. Investigation Rights following a Claim

In the event of a claim or notification of any circumstance which may give rise to a claim under this Policy, the *Insurer* (and every person authorised by them) has the right to enter the relevant premises, and to take and keep possession of any of the *Property Insured* (or require it to be delivered to them) for investigative purposes, and to deal with any salvage in a reasonable manner. No claim under this Policy will be payable unless the terms of this Condition have been complied with. This Condition is evidence of permission from the *Insured* to the *Insurer*.

If the *Insured* or anyone acting on behalf of the *Insured* does not comply with the requirements of the *Insurer*, or hinders or obstructs the *Insurer* in doing any of the above-mentioned acts, then all benefit under this Policy is forfeited.

16. Non-Aggregation

In the event that a claim involves losses which may be covered under more than one Section of this Policy, the *Insured* is entitled to indemnification under only the Section providing more specific cover with regard to that claim, or the Section with the highest limit with respect to that claim.

17. Observance and Care

It is a *Condition Precedent* to liability that the *Insured* must:

- A. comply with all statutory and other obligations and regulations imposed by any authority;
- B. maintain the *Insured Premises, Machinery, plant and equipment and other services* (including fire, security and safety equipment) in a satisfactory state of repair;
- C. exercise reasonable care in the selection and supervision of *Persons Employed* and in the employment of competent staff;
- D. in the event of discovery of any defect or danger, immediately cause such defect or danger to be repaired or remedied, and in the meantime cause such additional precautions to be taken as the circumstances may require;

- E. take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and
- F. act in accordance with all statutory obligations and regulations.

18. Payment of Premium

No indemnity is provided by this Policy until the premium has been paid to and received by the *Insurer*. If the premium is not paid and accepted by the *Insurer* on or before the premium payment date specified in the *Schedule*, the *Insurer* can give written notice to the *Insured* at its address specified on the *Schedule* cancelling the Policy.

19. Reasonable Diligence

It is a *Condition Precedent* that the *Insured* takes all reasonable precautions:

- A. for the safety of and to avoid, prevent or minimise any *Damage* to the *Property Insured*; and
- B. to avoid, prevent or minimise any injury to others or *Damage* to their property;

which might give rise to a claim under this Policy.

If the *Insured* does not take such reasonable precautions, the *Insurer* will be entitled to rely on this to exclude, limit or discharge their liability for any claim, unless the *Insured* shows that its non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

20. Reinstatement of Damage

If the *Insurer* elects or becomes bound to reinstate or replace any property, the *Insured* must at its own expense provide all such plans, documents, books and information as the *Insurer* may reasonably require. The *Insurer* will not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and will not in any case be bound to pay out in respect of any one of the items of *Property Insured* any more than its *Sub-Limit*.

21. The Duty of Fair Presentation

- A. The *Insured* owes the *Insurer* a legal duty to make a fair presentation of the risk. That is, to disclose to the *Insurer* all information which the *Insured* knows, or ought to know, which is relevant to the *Insurer's* decision whether or not to provide this insurance.
- B. If the *Insured* deliberately or recklessly breaches the duty of fair presentation, the *Insurer* is entitled to avoid the insurance contract, refuse to pay all claims, and retain any premium paid.
- C. If the *Insured's* breach of duty is not deliberate or reckless, the *Insurer* is entitled to a remedy based on what it would have done had the *Insured* complied with the duty.
 - i) If the *Insurer* would not have entered into the contract at all, the *Insurer* may avoid the contract and refuse all claims, but will return the premium paid.
 - ii) If the *Insurer* would have entered into the contract but on different terms (other than terms relating to the premium), the contract may be treated as if it was entered into on those different terms from the outset.
 - iii) If the *Insurer* would have entered into the contract but would have charged a higher premium, the *Insurer* may reduce proportionately the amount to be paid on a claim.

22. Risk Improvements Survey

The *Insurer* or a representative of the *Insurer* has the right to undertake a risk improvement survey of the *Insured's* premises.

Following the survey report, it is a *Condition Precedent* to *Insurer's* liability that the risk improvement requirements in the report are completed by the *Insured* on or before any specific completion deadline dates quoted by the *Insurer*. If the *Insured* is unable to comply with one or more of the risk improvement requirements by the date specified, the *Insured* or their representative must notify the *Insurer* within 7 (seven) days of their receipt of the report and agree an alternative completion

deadline date or dates. However, this will not be permitted in respect of such risk improvement requirements which the *Insured* had agreed to complete immediately or within 14 (fourteen) days of the date of the survey.

If such deadline dates are unrealistic, the *Insured* must make this clear to the surveyor at the time of the survey, and agree alternative deadline dates with the surveyor. If the *Insured* does not respond to the *Insurer* within 7 (seven) days of their receipt of the survey report, it will be assumed that completion dates have been understood, accepted and will be complied with.

If the risk improvement requirements have not been completed in whole or in part by the completion deadline dates the *Insurer* has the right to:

- A. amend the Policy terms, conditions or exclusions and / or require completion of risk improvements issued in writing by the *Insurer* within a defined period, or
- B. terminate the Policy from inception, in writing to the *Insured* at the address in the *Schedule*.

If the *Insurer* elects to change the terms in accordance with A above, the *Insured* may:

- i) terminate the Policy within 14 (fourteen) days of receipt of the revised terms by giving notice in writing to the *Insurer* and the *Insured* will be entitled to a pro rata return of premium for the unexpired *Period of Insurance*; or
- ii) continue the Policy on the revised terms for the remainder of the *Period of Insurance*.

23. Sanctions

The *Insurer* will not be deemed to provide cover or be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the *Insurer* to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

24. Several Liability

The subscribing insurers' obligations hereunder are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurers or underwriter(s) who for any reason does not satisfy all or any part of their obligations.

25. Subrogation

Any claimant under this Policy must, at the request and expense of the *Insurer*, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the *Insured*, whether such steps are or become necessary before or after any payment is made by the *Insurer*.

26. Subrogation Waiver

Notwithstanding the Subrogation Condition above, in the event of a claim arising under this Policy the *Insurer* agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- A. any company which is a parent to subsidiary (or subsidiary to parent) of the *Insured*; or

- B. any company which is a subsidiary of a parent company of which the *Insured* themselves are a subsidiary;

in each case within the meaning of the Companies Act(s).

In respect of any other party, it is a *Condition Precedent* to cover under this Policy that the *Insured* does not, without specific prior written agreement by the *Insurer*, agree to any term of any contract or agreement which restricts, reduces or waives the *Insured's* or the *Insurer's* right of recovery from any other party. When such prior written agreement is requested by the *Insured*, the *Insurer* is entitled to:

- i) charge an additional premium;
- ii) request that *Insured* seek to renegotiate its contract without such term(s);
- iii) exclude from cover liability for any amounts which would have been recoverable from another party in the absence of such term(s); and/or
- iv) apply a net contribution limit to the *Insurer's* indemnity in respect of the relevant project.

FURTHER INFORMATION

Complaints Procedure

We strive to provide an excellent service to all *Our* customers but occasionally things can go wrong. We take all concerns seriously and endeavour to resolve all customers' problems promptly. If *You* have a question or concern about *Your* policy *You* should, in the first instance follow the guidance notes or instructions in the insurance documentation *You* have been sent. *Your* broker will also be able to advise *You* and provide assistance in this regard.

Alternatively, if *You* wish to contact *Us* directly *You* should either write or telephone:

The Complaints Department
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Telephone: 0044 (0) 20 385 70000
Fax: 0044 (0) 20 385 70001
Email: BGS.Complaints@britinsurance.com

In the unlikely event that *You* remain dissatisfied and wish to make a complaint *You* can do so at any time by referring the matter to *Us* at the above stated address or the Complaints Team at Lloyd's at the following address:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Should *You* remain dissatisfied after Lloyd's has considered *Your* complaint and *You* are NOT a policyholder in the *United Kingdom*, *You* should, in the first instance, seek advice from *Your* broker as to whom *You* should direct your complaint.

If *You* are a policyholder in the *United Kingdom*, *You* may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the *United Kingdom* for settling disputes between consumers

and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations; further information is available from:

Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR

Helpline: 0800 0234 567
0044 20 7964 0500 (if outside UK)
Switchboard: 0044 (0) 20 7964 1000

Fax: 0044 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Making a complaint to the Financial Ombudsman Service (FOS) does not affect *Your* rights under this Policy but if *You* are not an eligible complainant then the informal complaint process ceases.

Data Protection Information

Who We are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the *Schedule*.

The basics

We collect and use relevant information about *You* to provide *You* with *Your* insurance cover or the insurance cover that benefits *You* and to meet *Our* legal obligations.

This information includes details such as *Your* name, address and contact details and any other information that We collect about *You* in connection with the insurance cover from which *You* benefit. This information may include more sensitive details such as information about *Your* health and any criminal convictions *You* may have.

In certain circumstances, We may need *Your* consent to process certain categories of information about *You* (including sensitive details such as information about *Your* health and any criminal convictions *You* may have). Where We need *Your* consent, We will ask *You* for it separately. *You* do not have to give *Your* consent and *You* may withdraw *Your* consent at any time. However, if *You* do not give *Your* consent, or *You* withdraw *Your* consent, this may affect *Our* ability to provide the insurance cover from which *You* benefit and may prevent *Us* from providing cover for *You* or handling *Your* claims.

The way insurance works means that *Your* information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. *We* will only disclose *Your* personal information in connection with the insurance cover that *We* provide and to the extent required or permitted by law.

Other people's details you provide to us

Where *You* provide us or *Your* agent or broker with details about other people, *You* must provide this notice to them.

Want more details?

For more information about how *We* use *Your* personal information please see *Our* full privacy notice(s), which is/are available online on *Our* website(s) – www.britinsurance.com – or in other formats on request.

Contacting us and your rights

You have rights in relation to the information *We* hold about *You*, including the right to access *Your* information. If *You* wish to exercise *Your* rights, discuss how *We* use *Your* information or request a copy of *Our* full privacy notice(s), please contact *Us*, or the agent or broker that arranged *Your* insurance who will provide *You* with *Our* contact details at:

Data Protection Officer
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if *We* cannot meet *Our* obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Tel: 0800 678 1100

Website: www.fscs.org.uk

Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

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Fax: 0044 (0) 20 385 70001

Registered in England and Wales No. 0824611

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

A member of the Brit Insurance Group

SEIB
insurance brokers.

info@seib.co.uk

0345 450 7884

seib.co.uk

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