

Introduction

Thank you for choosing Allianz Global Corporate & Specialty SE

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Global Corporate & Specialty SE you can be confident that you're insured by a Company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs, we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Important

Should you need further details or have any questions, your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Your Commercial Select Policy is made up of several parts which must be read together as they form your contract of insurance with Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy which form your contract of insurance with Allianz Global Corporate & Specialty SE are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy
- the Sections of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Sections selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

Policy

The contract of insurance formed of the documents described in the Introduction.

Section/Sections

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

Schedule

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

The Insurer

Allianz Global Corporate & Specialty SE

The Insured

The Insured named and shown in the **Schedule**

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

Business

The Business Description stated in the **Schedule**

Premises

The Premises stated in the **Schedule**

Sum Insured

The maximum amount **the Insurer** will pay for each item insured under any **Section**

Total Sum Insured

The total of the **Sums Insured** for each item payable by **the Insurer** under any **Section**

Excess *(not applicable to the Employers' Liability Section)*

The first part of each and every claim, for which **the Insured** is responsible

United Kingdom

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

Cybermedia

The internet, usenet, any extranet, the world wide web, any website, email, or any bulletin board, chatroom, or newsgroup

Insuring Clause

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

General Exclusions

This Policy does not cover

1. Radioactive Contamination

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

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability, Public Liability, Public and Products Liability Sections

2. War

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Terrorism (not applicable to the Employers Liability and Public and Products Liability sections)

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:
loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act or Terrorism (Terrorism) means:-

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

- b. in respect of territories other than those stated in a. above
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b. above an act of Terrorism (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 put the public or any section of the public in fear

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered the burden of proving to the contrary shall be upon **the Insured**.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. E.Risks

- a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
 - i. programming or operator error whether by **the Insured** or any other person
 - ii. Virus or Similar Mechanism (as defined below)
 - iii. Hacking (as defined below)
 - iv. malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
 - v. failure of external networksunless, in respect of i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion unless, in respect of a. i., ii. or iii, above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion unless, in respect of loss or damage to other property arising from a. i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
 - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
 - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
 - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or softwareunless, in respect of d.ii and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion unless, in respect of c., d.ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

Computer Equipment

means any computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property or **the Insured** or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism

means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses', 'Worms' or 'Logic Bombs'.

Hacking

means unauthorised access to any computer or computer equipment, component, system or item, whether the property of **the Insured** or not, which processes, stores, transmits or retrieves data.

General Conditions

1. Fair Presentation of the Risk

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. Claims

Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the Policy. Please refer to each individual Section for details.

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a. notify **the Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g. furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as **the Insurer** may reasonably require
- h. make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**
- j. allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as **the Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. Cancellation

Other than where General Condition 5 **Fraud** applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5. Fraud

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

the Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. Discharge of Liability

The Insurer may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. Loss Reduction Conditions

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8. Law Applicable and Jurisdiction

Unless agreed otherwise by **the Insurer**:

- a. the language of the Policy and all communications relating to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

9. Rights of Parties

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

10. Assignment

The Insured shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11. Survey and Risk Improvement - Subjectivity Condition

Subject to Survey

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

Risk Improvements

It is a precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.

Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Corporate
Global & Specialty
Allianz House
60 Gracechurch Street
London
EC3V 0HR

Telephone number: 0203 451 3000

Email: accsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge - but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

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

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Data Protection

Allianz Global Corporate & Specialty SE together with other companies within the Allianz SE group of companies ("Allianz Group") may use the personal and business details you have provided or which are supplied by third parties, including any details of directors, officers, partners and employees (whose consent you must obtain) to

- a. Provide you with a quotation, deal with the associated administration of your policy, and to handle claims
- b. Search credit reference, credit scoring and fraud agencies who may keep records of the search
- c. Share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud
- d. Support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process personal data relating to individuals ("Insured Persons") who may benefit from the Policy which, under the Data Protection Act 1998 or any subsequent overriding legislation, is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

Also, in line with the General Data Protection Regulation (GDPR) we have updated our Privacy Notice, which can be found at <https://www.agcs.allianz.com/site-tools/privacy/>. This explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read the Notice carefully as it also informs you about your rights concerning your personal data and how you can get in touch with Allianz Global Corporate & Specialty SE, in case you have questions or need additional information and support in this regard.

By applying for and/or entering into this insurance Policy you will be deemed to specifically consent to the use of your data and your insurance Policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way. Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

If your Policy provides Employers Liability cover, information relating to your insurance Policy will be provided to the Employers Liability Tracing Office ("ELTO") and added to an electronic database, ("Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the Employers' Liability insurance of their employers ("Claimants")

- i. To identify which insurer (or insurers) was (or were) providing Employers' Liability cover during the relevant periods of employment, and
- ii. To identify the relevant Employers' Liability insurance policies.
The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines Employers' Liability insurance cover, and any other persons or entities permitted by law.

The Database will be managed by the ELTO, and further information can be found on the ELTO website www.elto.org.uk

Notifying a Claim

Claims under this **Policy** should be notified to **the Insurer** in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your policy number, and as much information as possible about the claim:

Allianz House
60 Gracechurch Street
London
EC3V 0HR

Telephone No: +44 (0)20 3451 3000

Lines are open from 9am to 5pm Monday to Friday.

Damage All Risks Section

Definitions

Damage/Damaged

Accidental loss or destruction of or damage to **Property Insured**.

Specified Events

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Premises

The **Buildings** at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which **the Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied by **the Insured** for the purpose of the **Business**.

Property/Property Insured

Buildings, Contents, Stock and other items shown and/or described in the **Schedule**.

The Insurer agrees to accept the heading under which any **Property** or other item has been entered in the books of **the Insured**.

Buildings

The buildings shown in the **Schedule** including

- landlord's fixtures and fittings, fixed glass and fixed sanitary ware in or on or pertaining to the buildings
- walls, gates and fences

and so far as they are not otherwise insured

- small outside buildings, annexes, gangways, conveniences and other structures
- extensions communicating with the buildings
- roads, car parks, yards, paved areas, pavements and footpaths
- building management and security systems
- fuel tanks and their ancillary equipment and pipe work
- wind turbines and solar panels attached to the buildings
- landscaping and recreational features including ornaments and statues

Contents

Machinery, plant and all other contents belonging to **the Insured** or held by **the Insured** in trust and for which **the Insured** are responsible (other than landlord's fixtures and fittings, stock and other property specifically described in the **Schedule**) whilst in or on the buildings, including

- tenants' improvements, alterations and decorations
- contents in the open yards
- **Money**, for an amount not exceeding £1,000 in total
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records
- rare books or works of art for an amount not exceeding £5,000 any one article or £10,000 in total
- tobacco, wines and spirits held for business entertainment purposes for an amount not exceeding £1,000 in total
- the contents of fuel tanks at the **Premises** for an amount not exceeding £2,000

and so far as they are not otherwise insured

- partners', directors', and employees' personal effects of every description (other than motor vehicles), for an amount not exceeding £1,000 for any one person

Stock

Stock and materials in trade belonging to **the Insured** or held by **the Insured** in trust and for which **the Insured** are responsible, whilst in the buildings or in the open yards.

Money

Cash, bank and currency notes, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to **the Insured** or for which **the Insured** are responsible.

Unoccupied

Any building or part of any building that is unfurnished, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days.

Contract Works

The permanent and temporary works undertaken by or on behalf of **the Insured** for the purpose of alteration or improvement to the **Premises** including all unfixed materials and goods, for which **the Insured** are responsible and whether supplied free of charge or not, delivered to or placed on or adjacent to the permanent and temporary works and intended for incorporation in them in performance of the contract at the **Premises** specified in the **Schedule**, excluding any tools, contractors plant and equipment, site huts and other temporary accommodation and their contents belonging to **the Insured** or hired by them under a hiring agreement, hire purchase, lease agreement or on a free loan.

Cover

The Insurer will pay the Insured for **Damage to Property Insured** at the **Premises** shown in the **Schedule**, excluding

1. **Damage** caused by or consisting of
 - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - b. the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to **the Insured** or under the control of **the Insured** in which internal pressure is due to steam only
 - c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speedsbut **the Insurer** will pay for subsequent **Damage** which itself results from a cause not otherwise excluded
 - d. faulty or defective workmanship by **the Insured** or any employee of **the Insured**
 - e. operational error or omission by **the Insured** or any employee of **the Insured**but **the Insurer** will pay for
 - i. such **Damage** not otherwise excluded which itself results from a **Specified Event**
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
 - f. acts of fraud or dishonesty by any partner, director or employee of **the Insured**
- but
- the Insurer**
- will pay for such
- Damage**
- not otherwise excluded which itself results from a
- Specified Event**
- .
2. **Damage** caused by or consisting of
 - a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - b. change in temperature, colour, flavour, texture or finish
 - c. theft or attempted theft
 - i. which does not involve entry to or exit from a building or part of a building at the **Premises** by forcible and violent means or hold-up by violence or threat of violence to **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**
 - ii. to property in the open or in open fronted buildings or in buildings not on permanent foundations
 - iii. expedited or in any way brought about by **the Insured** or any partner, director or employee of **the Insured**or **Damage** consisting of
 - d. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - e. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originatesbut **the Insurer** will pay for
 - i. such **Damage** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or damage
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded.
3. loss, destruction or damage caused by pollution or contamination, but **the Insurer** will pay for destruction or damage to the **Property Insured** not otherwise excluded, caused by
 - a. pollution or contamination which itself results from a **Specified Event**
 - b. any **Specified Event** which itself results from pollution or contamination.

4. **Damage** caused by or consisting of
 - a. subsidence, ground heave or landslide
 - i. in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas unless covered by this **Section** and a building covered by this **Section** is **Damaged** by the same cause at the same time
 - ii. resulting from
 - a. the settlement or movement of made-up ground
 - b. coastal or river erosion
 - c. defective design or workmanship or the use of defective materials
 - iii. which commenced prior to the inception of this cover
 - iv. occurring as a result of demolition, construction, structural alteration or repair of any **Property**, or as a result of ground works or excavation, at the same **Premises**
 - b. normal settlement or bedding down of new structures
 - c. disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
5. destruction of or damage to any building or structure caused by its own collapse or cracking, but **the Insurer** will pay for such destruction or damage resulting from a **Specified Event** in so far as it is not otherwise excluded.
6. **Damage** in respect of any building which is **Unoccupied** caused by
 - a. freezing
 - b. escape of water from any tank, apparatus or pipe
 - c. malicious persons not acting on behalf of or in connection with any political organisation, but **the Insurer** will pay for such **Damage** caused by fire or explosion.
7. **Damage** in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow, flood or dust.
8. **Damage** to any **Property**
 - a. caused by fire, resulting from its undergoing any heating process or process involving the application of heat
 - b. resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but **the Insurer** will pay for such **Damage** caused by fire or explosion.
9. **Damage** in respect of
 - a. jewellery, precious stones or precious metals, bullion, furs, curiosities
 - b. works of art or rare books (other than in respect of **Damage** to such property defined as **Contents**, provided that **Contents** are specifically stated as insured in the **Schedule** and the **Damage** is not otherwise excluded)
 - c. property in transit
 - d. glass (other than fixed glass), sanitaryware (other than fixed sanitaryware,), china, earthenware, marble or other fragile or brittle objects
 - e. **Money** (other than in respect of **Damage** to such property defined as **Contents**, provided that **Contents** are specifically stated as insured in the **Schedule** and the **Damage** is not otherwise excluded), bonds or securities of any descriptionbut **the Insurer** will pay for such **Damage** caused by a **Specified Event** in so far as it is not otherwise excluded.
10. **Damage** to
 - a. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - b. **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures
 - c. land, piers, jetties, bridges, culverts or excavations
 - d. livestock, growing crops or treesbut **the Insurer** will pay for such property specifically described in the **Schedule**.

11. **Property** which at the time of the happening of **Damage** is insured by or would but for the existence of this **Section** be insured by any marine policy or policies, but **the Insurer** will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this **Section** not been effected.
12. any **Property** more specifically insured by or on behalf of **the Insured**.
13. **Damage** occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority.
14. consequential loss or damage of any kind or description, except loss of rent when such loss is insured by this **Section**.
15. **Damage** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
 - a. correctly to recognise any date as its true calendar date
 - b. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - c. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any datebut **the Insurer** will pay for subsequent **Damage** which is not otherwise excluded and which itself results from a **Specified Event**.
16. after the application of all other terms and conditions of this **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate **Premises**, the amount of the **Excess** specified in the **Schedule**.

Basis of Settlement

The Insurer will pay **the Insured** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **the Insurer's** option will reinstate or replace such **Property** or any part of such **Property**.

The most **the Insurer** will pay for any one claim is

- A. the **Total Sum Insured**, or for each item its individual **Sum Insured**, or any other limit of liability in this **Section** whichever is the less at the time of **Damage**
- B. the amount of the **Sum Insured** or limit of liability remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless **the Insurer** agrees to reinstate any such **Sum Insured** or limit of liability.

Irrespective of the number of insured parties the total liability of **the Insurer** to all of the insured parties collectively in respect of the cover insured by this **Section** shall not exceed the **Total Sum Insured** or in respect of any item its **Sum Insured** or any other stated limit of liability.

Any payment or payments by **the Insurer** to any one or more insured party shall reduce to the extent of that payment the liability of **the Insurer** to all parties arising from any one event giving rise to a claim under this **Section**.

The **Sums Insured** or limits of liability shall not be reduced by the amount of any claim following **Damage** as insured under this **Section** provided that

- a. **the Insurer** does not give written notice to the contrary within 30 days of the notification of any **Damage**
- b. **the Insured** pays the appropriate additional premium on the amount of the claim from the date of the **Damage** to the expiry of the **Period of Insurance**
- c. **the Insured** agrees to comply with any security recommendations or other measures **the Insurer** may require to reduce the risk of **Damage**.

Basis of Settlement Adjustments

In calculating the most **the Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Index Linking

Unless **the Insured** requests to the contrary, the **Sums Insured** and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted **Sums Insured** and/or Declared Values.

For **Buildings**, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or for Residential Property the Household Rebuilding Cost Index issued by the Association of British Insurers (or some other suitable index **the Insurer** decides upon) will be used.

For **Contents** and other **Property** shown and/or described in the **Schedule**, the Retail Price Index (or some other suitable index **the Insurer** decides upon) will be used.

The above percentage changes will continue to be applied between the date of any **Damage** and the date when replacement or repair has been completed provided that the work of rebuilding or repair is commenced and carried out without unreasonable delay.

2. Average (Underinsurance)

The **Sums Insured** by

- a. any items for **Buildings** or **Contents** subject to the Reinstatement (Day One Basis) clause are declared to be separately subject to Average as described in Special Condition 2 of such clause
- b. any other items of **Property Insured** (other than any **Sum Insured** applying solely to rent, fees, removal of debris or private dwellings) are declared to be separately subject to Average. This means if at the time of **Damage** the **Sum Insured** for any item is less than the value of the item covered by such **Sum Insured**, the amount payable by **the Insurer** will be proportionately reduced.

3. Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of **the Insured** covering any of the **Property Damaged**, **the Insurer's** liability under this **Section** shall be limited to **the Insurer's** rateable proportion of such **Damage**.

If such other insurance is subject to Average (Underinsurance), this **Section** if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, the liability of **the Insurer** under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the **Property**.

4. Reinstatement (Day One Basis)

A. Subject to the Special Conditions set out below, the basis on which the amount payable for **Buildings, Contents** and any other **Property** for which a Declared Value is specified in the **Schedule** is to be calculated will be the reinstatement of the **Property** lost, destroyed or damaged.

For this purpose "reinstatement" means

- i. the rebuilding or replacement of **Property** lost or destroyed which, provided **the Insurer's** liability is not increased, may be carried out
 - a. in any manner suitable to the requirements of **the Insured**
 - b. on another site

ii. the repair or restoration of **Property** damaged
in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

B. The Declared Value (shown in brackets below the **Sum Insured**), having been stated in writing by **the Insured**, has been used to calculate the premium.

"Declared Value" means the assessment by **the Insured** of the cost of reinstatement of **Property Insured** arrived at in accordance with paragraph A.i. at the level of costs applying at inception of the **Period of Insurance** (ignoring inflationary factors which may subsequently operate), together with, to the extent that cover provides, due allowance for

- i. any additional cost of reinstatement to comply with Public Authorities regulations, bye-laws or stipulations
- ii. professional fees
- iii. removal of debris costs.

Special Conditions.

1. At inception of each **Period of Insurance**, **the Insured** shall notify **the Insurer** of the Declared Value of **Property Insured**. In the absence of such declaration the last amount declared by **the Insured** will be taken as the Declared Value for the new **Period of Insurance**, appropriately adjusted if Index Linking applies.
2. If at the time of **Damage** the Declared Value of the **Property** is less than the cost of reinstatement (as defined in paragraph A. i.) at inception of the **Period of Insurance**, the amount payable by **the Insurer** will be proportionately reduced.
3. **The Insurer's** liability for the repair or restoration of **Property** damaged in part only, shall not exceed the amount which would have been payable if such **Property** had been wholly destroyed.

4. No payment beyond the amount **the Insurer** would have paid in the absence of this clause will be made
 - a. unless reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of reinstatement has actually been incurred
 - c. where **Property Insured** at the time of **Damage** is covered by any other insurance effected by **the Insured**, or on behalf of **the Insured**, which is not on the same basis of reinstatement.
5. All the terms and conditions of this **Section** and the **Policy** shall apply
 - a. to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
 - b. where claims are payable as if this clause had not been incorporated, except that sums insured will be limited to 115% of Declared Values.

5. European Union and Public Authorities Regulations including Undamaged Property

Subject to the Special Conditions set out below, cover for **Buildings** and **Contents** includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with Bye-Laws of any public authority, or to comply with the stipulations of European Union legislation in consequence of **Damage** in respect of

- lost destroyed or damaged **Property**
 - undamaged portions of such property
- excluding

- A. the cost incurred in complying with such regulations, bye-laws or stipulations
 - i. in respect of **Damage** occurring prior to the granting of this cover
 - ii. In respect of **Damage** not insured by this **Section**
 - iii. under which notice has been served upon **the Insured** before the date of the **Damage** or where an existing requirement must be completed within a stipulated period
 - iv. in respect of undamaged portions of the **Property** any property which has not sustained loss destruction or damage as insured by this **Section** or the **Policy**
- B. 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 such regulations bye-laws or stipulations not arisen
- C. 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** by reason of compliance with any such regulations, bye-laws or stipulations.

Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay, and may be carried out upon another site (if such regulations, bye-laws or stipulations so necessitate) subject to there being no resulting increase in the liability of **the Insurer**
2. If the liability of **the Insurer** is reduced by the application of any of the terms and conditions of this **Section** or the **Policy** (other than as a result of this clause) the liability of **the Insurer** under this clause will be reduced in like proportion
3. The liability of **the Insurer** shall not exceed in respect of any one claim
 - i. in respect of undamaged portions of property (other than foundations) 15% of the total amount **the Insurer** would have been liable to pay to reinstate the property if the **Property Insured** by the item at the **Premises** where **Damage** occurred had been wholly destroyed
 - ii. in respect of the property suffering **Damage** the **Sum Insured** applicable to each separate premises
4. All the terms and conditions of this **Section** and the **Policy** shall apply to any claim payable under the provisions of this clause other than where they are expressly varied by the terms of this clause.

6. Services

Cover includes telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories, including similar property in adjoining yards or roadways or underground, all pertaining to **Buildings** or **Contents** insured by this **Section**, being the property of **the Insured** or for which **the Insured** are responsible.

7. Alterations and Additions

To the extent that they are not otherwise insured, **Buildings** and **Contents** items include

- a. alterations, additions and improvements (but not appreciation in value in excess of **Sums Insured**) to **Buildings**, machinery and plant
- b. any newly acquired or newly erected **Buildings**, machinery or plant within the **United Kingdom**, for no more than 10% of the **Sum Insured** for each item covered, or £1,000,000 in total, whichever is the less, at any one **Premises** or at any one newly acquired address elsewhere than at the **Premises**, provided that **the Insured** shall give details of such alterations and additions to **the Insurer** within 90 days of the commencement date of **the Insured's** responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

8. Professional Fees

Sums Insured and/or Declared Values for **Buildings** and **Contents** include an amount in respect of architects', surveyors', legal and consulting engineers' fees, other than where an item covering such fees is specifically described in the **Schedule**.

Cover applies only to those fees necessarily and reasonably incurred in consequence of **Damage** in the reinstatement or repair of **Property Insured**.

9. Removal of Debris Costs

Sums Insured and/or Declared Values for **Buildings**, **Contents** and **Stock** include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically described in the **Schedule**.

Cover applies only to those costs necessarily and reasonably incurred in consequence of **Damage**, in

- a. removing debris
- b. dismantling and demolishing
- c. shoring up or propping, or boarding up

The Insurer will not pay for any costs or expenses

- a. incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site
- b. arising from pollution or contamination of **Property** not Insured by this **Section**.

10. Temporary Removal

Property Insured (other than **Stock**) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the **Premises**, including whilst in transit, within the **United Kingdom**.

The Insurer will not pay for

- a. such **Property** more specifically insured
- b. **Damage** to vehicles licensed for road use, in so far as they are insured by this **Section**, occurring elsewhere than at the premises from which such vehicles are removed
- c. more than 10% of the **Sum Insured** for each item covered, for **Damage** occurring elsewhere than at the premises.

11. Temporary Removal - Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the **Property Insured**, such items are covered whilst temporarily removed to any address elsewhere than at the **Premises**, including whilst in transit, within the **United Kingdom**.

The Insurer will not pay for

- a. such items more specifically insured
- b. more than 10% of the figure stated within the definition of contents for computer systems records
- c. more than 10% of the total value of such items.

12. Contract Price

In respect only of goods sold but not delivered, for which **the Insured** remain responsible under the terms of a contract of sale, where such contract of sale is cancelled following **Damage** by reason of its conditions, either wholly or to the extent of the **Damage**, cover will be based on the contract price.

For the purpose of this clause the value of all goods to which this basis of settlement could apply in the event of **Damage** will also be ascertained on this basis.

13. Electrical Apparatus

If any electrical apparatus or fittings are damaged by fire due to self ignition, over-running, excessive pressure, short circuiting, self heating or leakage of electricity, **the Insurer** shall not be liable for **Damage** to the particular piece of apparatus or fitting which has caused the fire, but **the Insurer** shall be liable for **Damage** to any other apparatus or fittings in consequence of such fire.

14. Customers' Goods

If **the Insured** have represented to customers that they will accept responsibility for **Damage** to the goods of customers or to goods for which such customers may be legally responsible, **the Insurer** agrees that all such goods in the **Premises** will be covered as **Stock**, except in so far as they are more specifically insured.

15. Data Processing and Ancillary Equipment

Cover includes **Damage** to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from **Damage** to any air conditioning facilities.

16. Rent

Where an item covering rent is specifically described in the **Schedule**, cover applies only if a **Building** in respect of which rent is payable by or to **the Insured**, or any part of it, is unfit for occupation in consequence of **Damage**. **The Insurer** will not pay for more than the proportion of the **Sum Insured** on rent that the period necessary for reinstatement bears to the term of rent covered.

17. Dismantling and Re-erection Costs

Cover includes the cost of dismantling, re-erection, fitting and fixing of **Contents** following **Damage**.

18. Glass and Neon/Illuminated Signs

Cover extends to include **Damage** to fixed glass, glass shelves, showcases and counter cases, mirrors and neon/illuminated signs.

Following **Damage** to glass or neon/illuminated signs **the Insurer** will pay the cost of

- a. any necessary boarding-up or temporary glazing pending full replacement
- b. replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- c. **Damage to Contents** or **Stock** caused by broken glass
- d. removing and re-fixing window fittings and other obstacles to replacing broken glass.

The Insurer will not pay for **Damage**

1. in respect of neon and illuminated signs
 - i. arising from adjustment, repair, dismantling or erection of any part of the sign or whilst such sign is removed from its normal working position
 - ii. arising from mechanical breakdown of the sign or any part of the sign
 - iii. to any part of the sign by its own ignition, electrical breakdown or burn out
 - iv. to tubes unless the glass is fractured
2. existing prior to the inception of this **Section**.

19. Locks and Keys

The Insurer will pay the costs incurred as a result of the necessary replacement of locks at the **Premises** following theft (as insured by this **Section**) of keys or entry swipe cards from the **Premises** or from the home of any director, partner or employee authorised by **the Insured** to hold such keys or cards, or following threat of or actual assault or violence to **the Insured** or any authorised employee, or if there is reasonable evidence that keys have been duplicated by an unauthorised person, provided that the liability of **the Insurer** will not

- a. include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the **Premises** whilst the **Premises** is closed for **Business**
- b. exceed £25,000 any one claim and in total during any one **Period of Insurance**.

20. Fire Extinguishers, Sprinklers and Security Equipment

The Insurer will pay the reasonable costs incurred by **the Insured** in

- A. re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads
- B. having any fire and/or intruder alarms and closed circuit television equipment re-set in consequence of **Damage**, provided that
 - i. **the Insured** maintain all such equipment under contract and in accordance with the manufacturer's instructions with a maintenance company acceptable to **the Insurer**
 - ii. **the Insurer** shall not be liable in respect of any costs and expenses recoverable from the maintenance company or from the fire service
 - iii. the liability of **the Insurer** in respect of any one claim shall not exceed £25,000.

21. Metered Utilities

Cover includes additional water, gas, electricity, oil or other metered supply charges incurred by **the Insured** up to an amount of £25,000 any one claim, in consequence of **Damage**, but **the Insurer** will not pay for such charges incurred in respect of any building which is **Unoccupied**.

The basis on which the amount payable is to be calculated will be the amount of the suppliers charges for the period during which **Damage** occurs, less the charge paid by **the Insured** for the corresponding period in the preceding year, adjusted for changes in the suppliers charges and for variations affecting the supply consumption of **the Insured** during the intervening period.

22. Exhibitions

Property Insured is covered whilst at any exhibition site anywhere in the **United Kingdom**, including whilst in transit to and from such exhibition, provided that such exhibition site is not under canvas or in the open.

Cover is extended to include non-recoverable Exhibition Expenses following abandonment by **the Insured** of any exhibition as a result of **Damage** by a **Specified Event**

- i. to any building, stand or other property used by the **Insured** at such exhibition site
- ii. to **Property Insured** whilst in transit to such exhibition

The most **the Insurer** will pay in respect of any one claim is £25,000.

For the purposes of this Basis of Settlement Adjustment the following definition applies:

Exhibition Expenses:

Costs directly incurred by **the Insured** in connection with the exhibition, including but not limited to advertising, printing, stationery, insurance premiums, charges for space and services, hire of stands, transport charges and the cost of installing stands fittings and exhibits.

23. Trace and Access

In the event of **Damage** in consequence of escape of water or fuel oil from any tank, apparatus or pipe, **the Insurer** will pay costs necessarily and reasonably incurred by **the Insured** in locating the source of such **Damage**, and in the subsequent making good of **Damage** caused as a consequence of locating such source, up to an amount of £25,000 any one claim.

24. Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from the **Specified Events** of storm or flood is deemed to be one claim.

The Insured have the right to select the moment from which the 72-hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

25. Freeholders, Lessors and Mortgagees

- a. **The Insurer** agrees that the interest of any Freeholder, Lessee, Under Lessee and/or Mortgagee in respect of **Buildings** insured by this **Section** and which attached before the happening of any **Damage** shall be automatically noted in this insurance if requested by **the Insured**, but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to **the Insurer** by **the Insured** in the event of **Damage**.
- b. This insurance shall not be invalidated by any increase in the risk of **Damage** resulting from an alteration, act or omission which occurs without the authority or knowledge of any Freeholder and/or Lessor and/or Mortgagee, but this shall only protect the interest of such Freeholder, Lessor or Mortgagee and shall only apply if **the Insurer** is notified immediately on the party becoming aware of the increased risk and the payment of any reasonable additional premium is made.

26. Landscaped Grounds

Cover includes costs incurred by **the Insured** in consequence of **Damage** to **Property Insured** at the **Premises**, up to the amount of £25,000 any one claim, in restoring landscape grounds to their original appearance when first laid out and planted, but **the Insurer** will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established.

27. Theft Damage to Buildings

Cover includes loss, destruction of or damage to a building or part of a building at the **Premises**, whether such building or part of a building is insured by this **Section** or not, but for which **the Insured** are responsible, caused by theft or attempted theft excluding

- A. loss, destruction or damage
 - i. of or to any **Unoccupied** building, unless agreed otherwise by **the Insurer** in writing
 - ii. expedited or in any way brought about by **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**, unless such theft or attempted theft involves the threat of or assault or violence to **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**
 - iv. of or to property
 - a. in respect of which **the Insured** is not liable for repair costs
 - b. in respect of which **the Insured** is able to recover repair costs from another source
 - c. which is more specifically or otherwise insured
- B. after the application of all other terms and conditions of this **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate **Premises**, the amount of the **Excess** specified in the **Schedule** or £500 whichever is the greater.

Cover also includes the cost of any temporary boarding-up and making good in consequence of such loss, destruction or damage necessary to keep the **Premises** secure.

Exclusion 2. c. i. of this **Section** does not apply to this Basis of Settlement Adjustment.

28. Leased and Rented Premises - Difference in Conditions & Difference in Limits

Cover extends to include **Damage** to buildings and fixtures and fittings within the **United Kingdom** which are insured under a more specific insurance but for which **the Insured** are legally liable as tenant and not as owner in accordance with the requirements of a lease (other than where **the Insured** contract to arrange the insurance) but only when the insured perils and/or definitions and/or conditions set forth in this **Section** are broader in meaning or scope than those of such more specific insurance.

Should such more specific insurance by virtue of its terms, conditions or limits of liability fail to indemnify **the Insured** in whole or in part, to the extent that such indemnity is not provided by such more specific insurance but which would have been had such more specific insurance followed the terms, conditions, exclusions and limits of the Cover under this **Section** and this **Policy**, then subject to all of the terms, conditions, exclusions and limits applicable to this **Section** and this **Policy** the **Insurer** will indemnify **the Insured** against **Damage** as defined in this **Section** and this **Policy**, provided that

- a. **the Insurer** shall not be liable for more than £1,000,000 any one claim
- b. this Extension shall not provide an indemnity in respect of any deductible or excess applicable to such more specific insurance
- c. the sums insured under such more specific insurance represent the full replacement cost, or where applicable the full indemnity value
- d. if **the Insured** become aware that the buildings at any **Premises** are not insured by the landlord, **the Insured** shall arrange specific insurance thereon
- e. any claim for **Damage** must first be submitted to the insurer of such more specific insurance.

Unless **the Insurer** has confirmed that this **Section** and this **Policy** would indemnify **the Insured** in such circumstances, **the Insurer** shall not be liable and no amount shall be recoverable under this Extension

- i. for any **Damage** to the extent and up to the amount that such **Damage** is insured under such more specific insurance
- ii. for any **Damage** arising from a contingency which is specified in the lease which is to be insured by the landlord
- iii. where such more specific insurance has been cancelled, lapsed or avoided as a result of an act or omission on the part of **the Insured**
- iv. where such more specific insurance fails due to the breach of any condition or warranty contained therein

The Insurer shall not be liable and no amount shall be recoverable under this Extension

- i. in respect of any shortfall in the indemnity provided by such more specific insurance due solely to the operation of any Average (Underinsurance) condition
- ii. in respect of any **Damage** of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of Terrorism.

29. Reinstatement to Match - Computer Equipment

Where computer equipment has suffered **Damage** to the extent that repair is impractical and replacement by similar property in a condition equal to but not better or more extensive than when new is impossible, then **the Insured** may replace, repair or restore the property with equivalent property which employs current technology and replacement, repair or restoration with such property for the purposes of this **Section** shall not be regarded as being better or more extensive than when new

Cover also extends to include

- i. the cost of replacement or modification of undamaged computer equipment insofar as it is necessary to adapt it to operate in conjunction with lost, destroyed or damaged property which has been replaced, repaired or restored
- ii. the cost of replacement, repair or modification of undamaged parts of computer equipment that form part of a matching set of articles, or suite of common design or function, where the **Damage** is restricted to a clearly identifiable area or to a specific part

Provided that

- a. the total liability of **the Insurer** is not increased beyond the amount
 - i. that would otherwise have been payable for the replacement, repair or restoration of the property lost destroyed or damaged in its original form
 - ii. that would have been payable for replacement, repair or modification of the whole property forming a set of articles, or suite of common design or function if such property had been wholly destroyed
- b. **the Insurer** shall be liable only for the amount sufficient to enable **the Insured** to resume operations in substantially the same manner as before the **Damage**
- c. where the property is lost, destroyed or damaged in part only, **the Insurer** will not pay more than the amount representing the cost which **the Insurer** would have paid for repair, restoration or replacement if such property had been wholly destroyed
- d. if **Damage** to computer equipment results in undamaged computer records being incompatible with replacement computer equipment **the Insurer** will pay the costs of
 - i) modifying the computer equipment
 - or
 - ii) replacing computer records with reinstatement of programmes and/or information (but not for the value of the information to **the Insured**)whichever is the less.

30. Obsolete Building Materials

The Basis of Settlement in respect of **Buildings** extends to include the reasonable additional costs incurred in replacement of **Damaged** materials which given consideration to the scientific and technical knowledge at the time of installation, construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the **Damage**

The **Buildings** shall not be regarded as being better or more extensive than when new provided that **the Insurer's** liability in respect of any one claim is limited to

- a. 10% of the Declared Value of such **Buildings** in respect of such additional costs
- or
- b. the **Sum Insured** at each separate premises or the **Total Sum Insured** or any other limit of liability in this **Section**

whichever is the less at the time of any **Damage** in any one **Period of Insurance**.

31. Loss Minimisation and Prevention Expenditure

Cover extends to include costs and expenses necessarily and reasonably incurred by **the Insured** with the consent of **the Insurer** in

- A. preventing or reducing imminent **Damage** which would have been insured under this **Section**
- B. reducing, mitigating or otherwise alleviating **Damage** insured under this **Section** during and after the occurrence of such **Damage**, provided that
 - a. the impending **Damage** was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred
 - b. the impending **Damage** did not arise from any defect in the **Property Insured**
 - c. the **Damage** is not more specifically insured under this or any other policy, bond, indemnity, security or other legally binding contract
 - d. the liability of **the Insurer** shall not exceed £25,000 in respect of any one claim.

32. Further Investigation Expenses

Where any buildings have suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Buildings** which is not immediately apparent, Cover extends to include the reasonable costs incurred by **the Insured** with **the Insurer's** prior consent in establishing whether or not such other **Damage** has occurred

The Insurer will also pay the reasonable costs incurred by **the Insured** in establishing whether or not other insured buildings in the immediate vicinity for which **the Insured** are responsible have suffered **Damage** in the same incident, but only if such **Buildings** are subsequently found to have suffered such **Damage** for which **the Insurer** is liable under this **Section**

Provided that the liability of **the Insurer** in any one **Period of Insurance** shall not exceed £5,000 (unless specified otherwise in the **Schedule**).

33. Inadvertent Omission to Insure

The Insured having notified **the Insurer** of their intention to insure all property which they own or for which they are responsible situate within the **United Kingdom** with **the Insurer** (unless otherwise agreed in writing by **the Insurer**) from the inception date of this **Section** of the **Policy**, and it being **the Insured's** belief that all such property is insured, then **the Insurer** agrees to extend cover under this **Section** so that if subsequently any such property is found to have inadvertently been left uninsured by **the Insured** during the **Period of Insurance** then **the Insurer** will deem such property to be insured by this **Section**, provided that

- a. the maximum liability of **the Insurer** for any one claim in respect of **Buildings** and **Contents** in total shall not exceed £1,000,000 any one premises
- b. **the Insured** carry out at not less than twelve monthly intervals a check to ensure that effective insurance is in force for all property owned or leased by the Insured or for which the Insured are responsible
- c. **the Insured** shall give details in writing immediately an omission is discovered and within 30 days of the date of discovery shall provide **the Insurer** with the sums insured to apply for any such property, and effect specific cover retrospective to such date, and pay the appropriate additional premium
- d. in respect of any buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the **Property Insured** at the time of the **Damage**, less an appropriate deduction for wear and tear and prior depreciation, and in respect of any buildings due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the buildings
- e. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Alterations and Additions Basis of Settlement Adjustment or in respect of any appreciation in value
- f. the value of the property which has been inadvertently omitted shall for the purpose of Average (Underinsurance) be added to the **Sum Insured** on the item to which the **Property** relates, or in the case of Reinstatement (Day One Basis) to the Declared Value.

34. Property Stored

Cover extends to include **Damage** to property comprising **Stock** whilst elsewhere than at the **Premises** and within the **United Kingdom**, excluding

- a. property more specifically or otherwise insured
- b. **Damage** to property in any yard, car park or open space or contained within an open sided structure or open sided building
- c. **Damage** caused other than by the **Specified Events** of fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

Provided that the liability of **the Insurer** in respect of any one claim shall not exceed 10% of the **Sum Insured** on **Stock** or £250,000 whichever is the less.

35. Sprinkler Installation Upgrading Costs

If following **Damage** **the Insurer** requires the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules for Automatic Sprinkler Installations current at the time of reinstatement, **the Insurer** will pay the costs incurred by **the Insured** provided that at the time of the **Damage** the installation conformed to the 28th or 29th Edition of such Rules when installed but did not conform to subsequent amendment to such Rules, provided that

- a. the amount recoverable excludes any rate, tax, duty development or other charge or assessment arising out of capital appreciation as a result of complying with the requirements of **the Insurer**
- b. the liability of **the Insurer** at the time of any **Damage** in respect of any one claim shall in no case exceed 20% of the **Sum Insured** for the item including such sprinkler installation, or any other limit of liability in this **Section** whichever is the less.

36. Drains, Sewers and Gutters

Sums Insured and/or Declared Values for **Buildings, Contents** and **Stock** include an amount in respect of costs incurred for cleaning and/or clearing of drains, sewers and gutters, other than where an item covering such costs is specifically described in the **Schedule**

Cover applies only to such costs necessarily and reasonably incurred by **the Insured**, and for which **the Insured** are responsible, in consequence of **Damage**

The Insurer will not pay for any costs or expenses

- a. incurred in cleaning and/or clearing other than from the site of such **Property Damage** and the area immediately adjacent to such site
- b. arising from pollution or contamination of **Property** not insured by this **Section**.

37. Moulds, Tools and Dies

Cover includes moulds, tools, and dies belonging to **the Insured** or for which **the Insured** are responsible whilst at the **Premises** and whilst elsewhere than at the **Premises** at any premises within the **United Kingdom** not occupied by **the Insured**, including whilst in transit thereto and therefrom by road, rail or inland waterway, provided that the liability of **the Insurer** in respect of any one claim shall not exceed £250,000 (unless otherwise stated in the **Schedule**).

38. Branded Goods

In the event of a claim for **Damage** to branded or labelled merchandise covered by this **Section**, any salvage will not be disposed of by sale without the consent of **the Insured**. If such salvage is not disposed of by sale then the **Damage** will be assessed at the value agreed between **the Insured** and **the Insurer** and be taken into consideration at the settlement of the loss.

The Insured may at the expense of **the Insurer** stamp "salvage" on the merchandise or its containers or may remove or obliterate the brands or labels from such merchandise if such stamp removal or obliteration will not physically further **Damage** the merchandise, provided that **the Insured** re-label the merchandise or containers in compliance with the requirements of the law.

39. Unauthorised Use of Supplies

Cover includes water, gas, electricity, oil or other metered supply charges incurred by **the Insured** and for which **the Insured** are legally responsible, due to unauthorised use by persons taking possession of, keeping possession of or occupying any **Premises** without the written consent of **the Insured**, provided that

- a. **the Insured** shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b. **the Insured** has advised **the Insurer** of such unauthorised use immediately on becoming aware of it
- c. Section Condition 3 Unoccupied Premises has been complied with by **the Insured**
- d. the liability of **the Insurer** shall not exceed £25,000 in respect of any one claim and in total during any one **Period of Insurance**.

40. Contract Works

Cover for each **Buildings** item extends to include **Contract Works** undertaken in performance of any contract and for which **the Insured** are responsible under the terms of the contract, provided that

- a. **the Insurer's** liability shall not exceed £250,000 in respect of any one contract in respect of all losses arising out of one occurrence
- b. this insurance shall only apply in so far as the **Contract Works** are not otherwise insured
- c. **the Insurer** shall not be liable for the first £1,000 of each and every claim.

41. Contractors Interest Clause

When **the Insured** is required by the terms or conditions of any contract to effect insurance on **Buildings** and **Contents** in the joint names of **the Insured** and of any contractor or sub-contractor named in such contract, **the Insurer** agrees to note such joint interests, provided that **the Insured** shall notify **the Insurer** of details of any single contract valued at £250,000 or more in advance of commencement of the work, and pay any additional premium **the Insurer** may require.

42. General Interests

The Insurer agrees to automatically note the interest of any other party if requested by **the Insured** in any of the **Property Insured** and which attached before the happening of any **Damage**, but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to **the Insurer** by **the Insured** in the event of **Damage**.

43. Contracting Purchaser's Interest

The Insurer agrees that without prejudice to the rights and liabilities of **the Insured** or **the Insurer**, if at the time of **Damage** **the Insured** have contracted to sell their interest in any building insured under this **Section**, and the purchase has not been but is subsequently completed, the purchasers on completion of the purchase shall be entitled to benefit under this **Section** until completion, to the extent that such building is not otherwise insured by the purchaser or on their behalf.

44. Continuing Interest and Hire Charges

In the event of **Damage** at the **Premises** where **the Insured** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which the **Insured** are responsible and which is not otherwise insured **the Insurer** will pay such charges actually and reasonably incurred, subject to a limit of £10,000 any one claim and in total in any one **Period of Insurance**.

45. Undamaged Stock

The Basis of Settlement for **Stock** includes any loss incurred less the value of any salvage

- a. in the event of undamaged **Stock** deteriorating and/or being condemned or otherwise becoming unusable
- b. in respect of **Stock** which **the Insured** is obliged under contract to accept from any other party but is unable to use

resulting solely from **Damage** as insured by this **Section**, provided that the liability of **the Insurer** in respect of any one claim shall not exceed 15% of the **Sum Insured** on **Stock**.

46. Fire Brigade

The Insurer will pay the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

47. Value Added Tax (VAT)

To the extent that **the Insured** is accountable to the Tax Authorities for Value Added Tax, all terms in this **Section** shall be exclusive of such tax. However this **Section** extends to include any additional liability for Value Added Tax that **the Insured** may incur in respect of the self supply of land in order to reinstate or repair property following **Damage**.

48. Pairs & Sets

In the event of **Damage** to any item insured consisting of one of a number of individual items forming part of a matching set of articles, or suite of common design or function, and where repair, replacement or restoration of undamaged portions of such **Property** is impractical, cover extends to include the cost of replacement, repair or modification of such **Property** which for the purposes of this **Section** shall not be regarded as being better or more extensive than when new, provided that

- a. **Damage** is restricted to a clearly identifiable area or to a specific part
- b. the total liability of **the Insurer** is not increased beyond the amount
 - i. that would have otherwise been payable for the replacement, repair or restoration of the property lost, destroyed or damaged in its original form
 - ii. that would have been payable for replacement, repair or modification of the whole property forming a set of articles, or suite of common design or function if such property had been wholly destroyed
- c. **the Insurer** shall be liable only for the amount sufficient to enable **the Insured** to resume operations in substantially the same manner as before the **Damage**
- d. where the property is lost, destroyed or damaged in part only, **the Insurer** will not pay more than the amount representing the cost which **the Insurer** would have paid for repair, restoration or replacement if such property had been wholly destroyed.

49. Undamaged Tenants Improvements

In the event of **Damage** by a **Specified Event** to **Buildings** or **Contents**, in consequence of which **the Insured's** lease is terminated by the Lessor pursuant to a valid condition of **the Insured's** lease, cover extends to include the value of undamaged tenants fixtures, fittings, alterations, installations or additions made at the expense of **the Insured** and which cannot legally be removed, in or on a building occupied but not owned by **the Insured**, provided that

- a. **the Insurer** shall not be liable for retaining walls, foundations or supports below the surface of the lowest floor or basement, or for outdoor trees, shrubs, plants or lawns
- b. the maximum liability of **the Insurer** for any one claim shall not exceed £100,000.

50. Motor Vehicles

Notwithstanding Exclusion 10 a, and provided they are more specifically insured, this **Section** will indemnify **the Insured** for loss or destruction or damage to motor vehicles licensed for road use (including accessories on them) owned or leased by **the Insured** whilst parked at the **Premises**, in respect of any amount over and above that recoverable under such more specific insurance

Basis of Settlement Adjustment 4 Reinstatement (Day One Basis) shall not apply to this clause.

51. Foundations

Sums Insured and/or Declared Values for each item on **Buildings** extend to include an amount in respect of foundations. If following **Damage** re-building is carried out upon another site, **the Insurer** agrees to treat abandoned foundations as **Damaged** whether or not such foundations are **Damaged**. Where abandoned foundations increase the resale value of the original building site, the increased value shall be regarded as salvage.

Section Conditions

1. General Precautions

The Insured must

- a. take all reasonable precautions to keep the **Premises** and the **Property Insured** secure
- b. take all reasonable precautions to maintain the **Property Insured** in a good state of repair
- c. remove all keys including duplicate keys relative to the security of the **Premises** and to any safe or strongroom on the **Premises** from such secured premises when they are closed for **Business** or are left unattended.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of any of the **Property Insured** there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of **the Insured** ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of **Damage** as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Change of Occupancy and Unoccupied Buildings

Unless **the Insurer** agrees otherwise in writing, it is a condition precedent to the liability of **the Insurer** that

- a. **the Insured** must notify **the Insurer** in writing as soon as they become aware that
 - i. any occupied buildings or occupied parts of any buildings become **Unoccupied**
 - ii. any **Unoccupied** buildings or **Unoccupied** parts of any buildings become occupied**The Insurer** will notify **the Insured** of the terms and conditions to apply to such buildings and **the Insured** may be required to pay an additional premium

- b. in respect of any buildings or parts of any buildings that are **Unoccupied** or become **Unoccupied** after the commencement of cover under this **Section**, that until such buildings or parts of buildings again become occupied **the Insured** or their nominees must
 - i. turn off electricity, gas and water supplies at the mains and drain down all water systems except for those connected to automatic
 - fire alarm or intruder alarm installations
 - sprinkler installations or other fire suppression systems
 - ii. maintain automatic sprinkler installations and other fire suppression systems and automatic fire and intruder alarm installations, and keep them fully operational
 - iii. maintain a level of heating sufficient to prevent freezing of automatic sprinkler installations
 - iv. secure the buildings and the **Premises** and all points of access against entry by intruders, and put all protective and locking devices and any intruder alarm installations into full and effective operation
 - v. remove all waste, unfixed combustible materials and gas bottles, either within or outside the buildings, from the **Premises**
 - vi. carry out an internal and external inspection of the buildings and the **Premises** at least once every 7 days and
 - maintain a record of such inspections
 - ensure that any defects in the condition or state of repair of the buildings including any walls, gates and fences pertaining to them, or any defects in security, alarm or fire protection installations are rectified, remedied or repaired immediately
 - vii. notify **the Insurer** immediately if the buildings and/or the **Premises** are to be occupied by contractors for renovation, alteration or conversion purposes
 - viii. complete any risk improvements put forward by **the Insurer** within the timescales specified by **the Insurer**.

4. Non Invalidation

This **Section** shall not be invalidated by

- a. any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of **Damage** is increased, provided that **the Insured** shall give notice to **the Insurer** (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
- b. workmen on the **Premises** carrying out repairs, general maintenance work or minor structural or other alterations.

5. Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

1. such Intruder Alarm Installation
 - a. must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
 - b. must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**
2. all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended
3. **the Insured** must
 - a. maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
 - b. immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
 - c. appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require
4. in the event of notification of
 - a. activation of the Intruder Alarm Installation
 - b. any fault in the Intruder Alarm Installation
 - c. interruption of the means to transmit or receive signals to or from the Intruder Alarm installationduring any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the **Premises** and reset the Intruder Alarm System in its entirety
If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing
5. the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**
 - a. unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - b. where the police have withdrawn their response to
 - i. an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
 - ii. a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this Condition the following definitions apply:

"Intruder Alarm Installation" shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

"Keyholder" shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

- A. is available at all times to
 - i. accept notification of alarm signals or faults relating to the Intruder Alarm Installation
 - ii. attend and allow access to the **Premises** and the buildings
- B. has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

"Responsible Person" shall mean **the Insured** or any person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

6. Inspection Requirement

The Insurer shall not be liable for **Damage** caused by explosion originating within any vessel, machine or apparatus or its contents, belonging to **the Insured** or under the control of **the Insured**, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service.

7. Additional Claims Conditions

In the event of **Damage**, **the Insured** shall at their own expense deliver to **the Insurer**

- a. within 30 days after such **Damage** (7 days in the case of **Damage** by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **the Insurer** may allow in writing
 - i. full information in writing of the property insured damaged, and the amount of damage
 - ii. details of any other insurances on the property insured covered by this section
- b. all such proof and information relating to the claim as may reasonably be required
- c. if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

8. Reinstatement

If any property is to be reinstated or replaced by **the Insurer**, **the Insured** shall at their own expense provide all plans, documents, books and information as may reasonably be required. **The Insurer** shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this **Section** more than its **Sum Insured**.

9. The Insurer's Rights Following a Claim

In respect of **Damage** for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such **Damage** has occurred, and take possession of or require to be delivered to **the Insurer** any **Property Insured**, and to deal with such **Property** for all reasonable purposes and in any reasonable manner.

No **Property** may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

10. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**.

11. Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

Business Interruption All Risks Section Estimated Revenue

Definitions

Business Interruption

Loss resulting from interruption of or interference with the **Business** carried on by **the Insured** at the **Premises** in consequence of an event to property used by **the Insured** at the **Premises** for the purpose of the **Business**.

Event

Accidental loss or destruction of or damage to property used by **the Insured** at the **Premises** for the purpose of the **Business**.

Premises

The buildings at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which **the Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied by **the Insured** for the purpose of the **Business**.

Specified Events

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Unoccupied

Any building or part of any building that is unfurnished, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days.

Indemnity Period

The period beginning with the occurrence of the **Event** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of any **Event**.

Maximum Indemnity Period

The period shown in the **Schedule**.

Revenue

The money paid or payable to **the Insured** for services rendered in the course of the **Business** at the **Premises**.

Standard Revenue

The **Revenue** during that period in the twelve months immediately before the date of any **Event** which corresponds with the **Indemnity Period**.

Estimated Revenue

The amount declared by **the Insured** as representing not less than the **Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple of it where the **Maximum Indemnity Period** exceeds twelve months).

Cover

The Insurer will pay the Insured for **Business Interruption** by any **Event**, excluding

1. **Business Interruption** caused by or consisting of
 - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - b. the bursting of any boiler (not being a boiler or economiser on the **Premises** or a boiler used for domestic purposes only), belonging to **the Insured** or under the control of **the Insured** in which internal pressure is due to steam only
 - c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speedsbut **the Insurer** will pay for subsequent **Business Interruption** which itself results from a cause not otherwise excluded
 - d. faulty or defective workmanship by **the Insured** or any employee of **the Insured**
 - e. operational error or omission by **the Insured** or any employee of **the Insured**but **the Insurer** will pay for
 - i. such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**
 - ii. subsequent **Business Interruption** which itself results from a cause not otherwise excluded
 - f. acts of fraud or dishonesty by any partner, director or employee of **the Insured**
- but
- the Insurer**
- will pay for such
- Business Interruption**
- not otherwise excluded which itself results from a
- Specified Event**
2. **Business Interruption**
 - a. caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - b. caused by or consisting of change in temperature, colour, flavour, texture or finish
 - c. arising directly from theft or attempted theft
 - i. which does not involve entry to or exit from a building at the **Premises** by forcible and violent means or hold-up by violence or threat of violence to **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises** (but this shall not exclude theft or attempted theft of a building or part of a building where insured under the Theft Damage to Buildings Basis of Settlement Adjustment clause under the Property Damage Section)
 - ii. to property in the open or in open fronted buildings or in buildings not on permanent foundations
 - iii. expedited or in any way brought about by **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**
 - d. consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - e. consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
 - f. caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications servicesbut **the Insurer** will pay for
 - i. such **Business Interruption** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or damage
 - ii. subsequent **Business Interruption** which itself results from a cause not otherwise excluded
3. loss resulting from pollution or contamination, but **the Insurer** will pay for such loss resulting from destruction of or damage to property used by **the Insured** at the **Premises** for the purpose of the **Business** not otherwise excluded, caused by
 - a. pollution or contamination at the **Premises** which itself results from a **Specified Event**
 - b. any **Specified Event** which itself results from pollution or contamination

4. **Business Interruption** caused by or consisting of
 - a. subsidence, ground heave or landslip
 - i. in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas unless a building at the same **Premises** is **Damaged** by the same cause at the same time
 - ii. resulting from
 - a. the settlement or movement of made-up ground
 - b. coastal or river erosion
 - c. defective design or workmanship or the use of defective materials
 - iii. which commenced prior to the inception of this cover
 - iv. occurring as a result of demolition, construction, structural alteration or repair of any **Property**, or as a result of ground work or excavation, at the same **Premises**
 - b. normal settlement or bedding down of new structures.
5. **Business Interruption** arising directly or indirectly from
 - a. disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
 - b. erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions or malicious persons
 - c. other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software, but **the Insurer** will pay for such **Business Interruption** resulting from a **Specified Event** in so far as it is not otherwise excluded
6. Loss resulting from destruction or damage to a building or structure used by **the Insured** at the **Premises** caused by its own collapse or cracking, but **the Insurer** will pay for such loss resulting from a **Specified Event** in so far as it is not otherwise excluded
7. **Business Interruption** in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust
8. **Business Interruption**
 - a. caused by fire resulting from any property undergoing any heating process or any process involving the application of heat
 - b. resulting from any property undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair, but **the Insurer** will pay for such **Business Interruption** caused by fire or explosion
9. **Business Interruption** in respect of any building which is **Unoccupied** caused by
 - a. freezing
 - b. escape of water from any tank, apparatus or pipe
 - c. malicious persons not acting on behalf of or in connection with any political organisation, but **the Insurer** will pay for such **Business Interruption** caused by fire or explosion
10. **Business Interruption** in respect of
 - a. glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
 - b. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - c. property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
 - d. land, piers, jetties, bridges, culverts or excavations
 - e. livestock, growing crops or trees.but **the Insurer** will pay for such **Business Interruption** caused by a **Specified Event** in so far as it is not otherwise excluded

11. **Business Interruption** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure

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

but **the Insurer** will pay for subsequent **Business Interruption** which is not otherwise excluded and which itself results from a **Specified Event**.

Basis of Settlement

The Insurer will pay **the Insured**, in respect of each item covered, the amount of their claim for **Business Interruption**, provided that at the time of any **Event**

- A. there is an insurance in force covering the interest of **the Insured** in the property at the **Premises** against such **Event** and that
 - i. payment has been made or liability has been admitted for payment, or
 - ii. payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount
- B. the most **the Insurer** will pay for any one claim is
 - i. 133 1/3% of the **Estimated Revenue**
 - ii. for any other item, 100% of the **Sum Insured** or any other limit of liability in this **Section**
 - iii. in total the sum of 133 1/3% of the **Estimated Revenue** and 100% of the **Sums Insured** or limits of liability for any other items.

The **Sums Insured** or limits of liability shall not be reduced by the amount of any claim as insured under this **Section** provided that

- a. **the Insurer** does not give written notice to the contrary within 30 days of the notification of any **Event**
- b. **the Insured** pays the appropriate additional premium on the amount of the claim from the date of the **Event** to the expiry of the **Period of Insurance**
- c. **the Insured** agrees to comply with any security recommendations or other measures **the Insurer** may require to reduce the risk of an **Event**.

The Insurer will pay **the Insured** as indemnity in consequence of **Business Interruption** for

- A. Loss of **Revenue**, and
- B. Increase in Cost of Working.

Loss of **Revenue** means the amount by which the **Revenue** during the **Indemnity Period** falls short of the **Standard Revenue**.

Increase in Cost of Working means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Revenue** which but for that expenditure would have taken place during the **Indemnity Period**.

Basis of Settlement Adjustments

The Insurer will not pay **the Insured** for

- A. Increase in Cost of Working exceeding the amount of loss of **Revenue** thereby avoided
- B. any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** Payable out of **Revenue** that may cease or be reduced.

In calculating the amounts **the Insurer** will pay **the Insured** as indemnity, adjustments shall be made in accordance with the following clauses.

1. Alternative Premises

If during the **Indemnity Period** services are rendered elsewhere than at the **Premises** for the benefit of the **Business**, either by **the Insured** or by others on behalf of **the Insured**, the money paid or payable for such services shall be taken into account in arriving at the **Revenue** during the **Indemnity Period**.

2. Departmental Trading

If the **Business** is conducted in departments, the independent trading results of which can be ascertained, the Basis of Settlement for **Estimated Revenue** shall apply separately to each department affected.

3. Trends and Variations

Adjustments shall be made to the figures representing the **Standard Revenue** that may be necessary to provide for the trend of the **Business**, and for variations in or other circumstances affecting the **Business**, either before or after the **Event**, and which would have affected the **Business** had the **Event** not occurred, so that the adjusted figures represent as near as reasonably practicable results which but for the **Event** would have been obtained during the relative period after the **Event**.

4. New Business

If the **Business** is in its first year of trading during the first **Period of Insurance**, and an **Event** occurs before completion of such first **Period of Insurance**, **Standard Revenue** shall mean the following.

Standard Revenue - the proportional equivalent, for the period equal to the **Indemnity Period**, of the **Revenue** realised during the period between the date of commencement of the **Business** and the date of the **Event**.

5. Auditors and Accountants Charges

If the auditors or professional accountants of **the Insured** produce any particulars or details required by **the Insurer** from **the Insured's** books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this **Section**, **the Insurer** will pay **the Insured** the reasonable charges payable by **the Insured** to their auditors or professional accountants provided that the sum of such reasonable charges and any other amount payable under this **Section** shall not exceed the liability of **the Insurer** under this **Section**.

6. Value Added Tax

All terms in this section shall be exclusive of value added tax to the extent that **the Insured** are accountable to the tax authorities for such tax.

7. Current Cost Accounting

For the purposes of this **Section**, any adjustment implemented in current cost accounting shall be disregarded.

8. Payments on Account

The Insurer will make payments on account during the **Indemnity Period**, if **the Insured** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

9. Claims Preparation Expenses

Cover extends to include the necessary and reasonable costs, expenses and charges incurred by **the Insured** in producing and certifying any particulars or details required by **the Insurer** in connection with any claim under this **Section** and which are incurred with the consent of **the Insurer** and for which **the Insurer** has admitted liability, provided that

- i. such costs and expenses are limited to
 - any additional costs and expenses incurred by any employees of **the Insured** and the cost of materials used in furnishing **the Insurer's** requirements
 - the reasonable charges payable by **the Insured** to their auditors or professional accountants for producing such information as may be required by **the Insurer**
- ii. **the Insurer** shall have the right to review and audit all documentation relating to such costs and expenses
- iii. such costs expenses and charges are not otherwise recoverable under this **Section** or the **Policy**
- iv. an **Excess** of £500 shall apply in respect of each and every claim
- v. the liability of **the Insurer** shall not exceed £25,000 in respect of any one claim, and such limit shall apply in addition to the **Sums Insured** or limits applying under this **Section**.

10. Fines and Damages

Cover extends to indemnify **the Insured** against fines, penalties or damages imposed by the conditions of any contract between **the Insured** and their customer for breach of contract, and the amount payable shall be such sums as **the Insured** shall be legally liable to pay and shall pay in discharge of fines, penalties or damages for non-completion or late completion of orders or contracts, or in respect of cancellation of orders or contracts, incurred directly and solely as a result of **Business Interruption** at the **Premises**, provided that **the Insurer**

- i. shall not be liable for the amount of any loss which is incurred after a period of 12 months beginning with the date of the occurrence of the **Event**
- ii. shall not be liable for more than £10,000 in respect of any one claim.

11. Additional Rent - Data Processing and Ancillary Equipment

Cover extends to indemnify **the Insured** against the payment of additional rental arising in consequence of **Business Interruption** at the **Premises** to any data processing and/or ancillary equipment necessitated by the cancellation of the lease/hire contract in force at the date of the **Business Interruption** and its replacement by a new contract for similar equipment in respect of the period commencing after the expiry of the **Maximum Indemnity Period** and ending not later than 12 months thereafter or the expiry of the lease/hire contract in force at the date of the **Business Interruption** whichever is the sooner, provided that **the Insurer** shall not be liable for more than £25,000 in respect of any one claim.

12. Research and Development Costs

Cover extends to indemnify **the Insured** in respect of additional expenditure necessarily and reasonably incurred during the **Indemnity Period** solely to re-constitute records and re-work projects and to restore research and development projects to a state substantially similar to that which existed before the date of the **Event**, provided that

- i. **the Insurer** shall not be liable for more than one third of the limit shown below in respect of such additional expenditure arising in the first quarter of the **Indemnity Period** following the date of the **Event** nor more than an equal proportion of the balance of the limit shown below per month in respect of the additional expenditure in the remainder of the **Indemnity Period**
- ii. the **Maximum Indemnity Period** in respect of this clause shall not exceed 12 months
- iii. **the Insurer** shall not be liable for more than £25,000 in respect of any one claim.

13. Essential Personnel

Cover extends to include additional expenditure necessarily and reasonably incurred by **the Insured** during the **Indemnity Period** as a consequence of the death or permanent disablement of any principal, director or partner of **the Insured** by accidental and external means preventing the carrying out of their usual employment or occupation for the sole purpose of avoiding or diminishing any interruption of or interference with the **Business** carried on by **the Insured** at the **Premises** which but for that expenditure would have taken place during the **Indemnity Period**, provided that

- i. the **Maximum Indemnity Period** in respect of this clause shall not exceed 12 months
- ii. **the Insurer** shall not be liable for more than £25,000 in respect of any one claim.

14. Public Relations Expenses

In the event of **Business Interruption** at the **Premises** Cover extends to include the additional expenditure necessarily and reasonably incurred during the **Indemnity Period** of employing suitable public relations personnel to deal with press and public announcements and other activities, provided that

- i. the **Maximum Indemnity Period** in respect of this clause shall not exceed 3 months
- ii. **the Insurer** shall not be liable for more than £10,000 in respect of any one claim.

Extensions

Any claim resulting from interruption or interference with the **Business** in consequence of
A. accidental loss, destruction or damage at any Situation or to any Property shown below, or
B. any of the under-noted Contingencies
within the **United Kingdom**, shall be understood to be **Business Interruption** by an **Event** covered by this **Section**, provided that after the application of all other terms, conditions and provisions of this **Section** and as shown below the liability of **the Insurer** for any one claim shall not exceed in the whole 133 1/3% of the **Estimated Revenue**, or the percentage of 133 1/3% of the **Estimated Revenue**, or the amount shown below (or the amount as specified otherwise in the **Schedule**) against any of the Situations or any of the Property or any Contingency as the Limit, whichever is the less.

Situations

Exhibition Sites

Any exhibition site where **the Insured** are exhibiting goods or services, excluding any such site under canvas or in the open.

Limit £25,000.

Property

Supply Undertakings

Property

A. at any land based premises
B. comprising any land based connecting cable, pipe or pylon to the terminal connecting point at the **Premises**

of any supply undertaking service provider or producer from which **the Insured** obtains

- i. electricity (including generating stations or sub-stations)
Limit £10,000,000
- ii. gas (including any natural gas producer linked directly therewith)
Limit £10,000,000
- iii. water (including works and pumping stations)
Limit £10,000,000
- iv. telecommunications services (excluding intranet or extranet services)
Limit £10,000,000
- v. other telecommunications services (including intranet or extranet services)
Limit £10,000,000

Provided that **the Insurer** shall not be liable for any **Business Interruption**

- a. which does not involve a cessation of supply for at least two (2) consecutive hours in respect of para B. above
- b. caused by or arising from or attributable to any overhead transmission and distributing lines and their supporting structures, other than those within one (1) mile of the **Premises**.

Denial of Access

Property in the immediate vicinity of the **Premises**, which prevents or hinders the use of or access to the **Premises** whether the **Premises** or property in the **Premises** is destroyed or damaged or not, but excluding loss or destruction of or damage to the property of any supply undertaking from which **the Insured** obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the **Premises**.

Moulds , Tools and Dies

Moulds, tools and dies belonging to **the Insured** or for which **the Insured** are responsible whilst at the **Premises** or at any premises not in the occupation of **the Insured** or in transit by road, rail or inland waterway.

Limit £25,000.

Documents

Documents belonging to **the Insured** or held by **the Insured** in trust, whilst at premises not in the occupation of **the Insured** or in transit by road, rail or inland waterway.

Contingencies

Failure of Supply

Accidental failure of supply of

- i. electricity at the terminal ends of the service provider's feeders at the **Premises**
Limit £25,000.
- ii. gas at the service provider's meters at the **Premises**
Limit £25,000
- iii. water at the service provider's main stop cock serving the **Premises**
Limit £25,000
- iv. land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the **Premises**
Limit £25,000
- v. other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at the **Premises**
Limit £25,000

Provided that

- a. in respect of the supply of land based and other telecommunications services the **Maximum Indemnity Period** shall not exceed 3 months
- b. **the Insurer** shall not be liable for any **Business Interruption**
 - i. which does not involve a cessation of supply for at least four (4) consecutive hours in respect of the supply of electricity, gas or water services and for at least twelve (12) consecutive hours in respect of the supply of land based and other telecommunications services
 - ii. resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system

- iii. resulting from failure caused by
 - strikes or any labour or trade dispute
 - drought
 - other atmospheric or weather conditions, but this shall not exclude failure due to damage caused by such conditions

- iv. caused by or arising from or attributable to the failure of any overhead transmission and distributing lines and their supporting structures, other than those within one (1) mile of the **Premises**

- v. resulting from the failure of telecommunications services via satellite
 - due to the failure of any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life
 - in the event of temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions
 - resulting from the transfer of **the Insured's** satellite facility to another party

- vi. as insured under the Supply Undertakings Extension.

Section Conditions

1. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or any alteration in or to the **Business** at the **Premises**

- a. due to the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued
- b. in respect of which the interest of **the Insured** ceases other than by death
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of an **Event** and any other loss or expenditure as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

2. Additional Claims Conditions

In the event of any **Event** in consequence of which **the Insured** make or may make a claim under this **Section**, **the Insured** shall at their own expense deliver to **the Insurer**

- A. within 7 days of its happening, full details of **Business Interruption** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- B. not later than 30 days after expiry of the **Indemnity Period**, or such further time that **the Insurer** may allow, full information in writing of the particulars of the claim, together with details of all other policies covering property used by **the Insured** at the **Premises** for the purpose of the **Business** or any part of the **Business**, and the amount of any resulting **Business Interruption**
- C. such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that **the Insurer** may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in **the Insured's** books of account or other business books or documents, which may be required by **the Insurer** for the purpose of investigating or verifying any claim under this **Section**, may be produced by professional accountants if at the time they are regularly acting for **the Insured**. Their report shall be *prima facie* evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to **the Insurer**.

3. Contribution

If at the time of any **Event** resulting in a claim under this **Section** there is any other insurance effected by or on behalf of **the Insured** covering such loss or any part of it, the liability of **the Insurer** under this **Section** shall be limited to **the Insurer's** rateable proportion of such loss.

4. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Business Interruption**.

5. Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

6. Declarations

Prior to each renewal date, **the Insured** shall provide **the Insurer** with the **Estimated Revenue** for the financial year most nearly concurrent with the ensuing **Period of Insurance**.

Not later than 6 months after the expiry of each **Period of Insurance**, **the Insured** shall provide **the Insurer** with a declaration confirmed by **the Insured's** auditors of the **Revenue** earned during the financial year most nearly concurrent with the expired **Period of Insurance**. If any **Event** has occurred giving rise to a claim for loss of **Revenue**, such declaration will be increased by **the Insurer** for the purpose of premium adjustment, by the amount by which the **Revenue** was reduced during such financial year solely in consequence of the **Event**.

Premiums are provisional. If the declaration of **Revenue** provided by **the Insured** and confirmed by **the Insured's** auditors, proportionately increased where the **Maximum Indemnity period** exceeds 12 months, is

- A. less than the **Estimated Revenue** for the relative **Period of Insurance**, **the Insurer** will allow a *pro rata* return of premium on the **Estimated Revenue** not exceeding 50% of such premium paid
- B. greater than the **Estimated Revenue** for the relative **Period of Insurance**, **the Insured** shall pay a *pro rata* addition to the premium paid on the **Estimated Revenue**.

Book Debts Extension

Definitions

Event

Destruction of or damage to **the Insured's Records**

- A. at the **Premises**
- B. at any premises in the **United Kingdom** occupied by persons acting on behalf of **the Insured**, to which **Records** have been temporarily removed
- C. in transit, including sea or air transit, within the **United Kingdom**, but excluding such destruction or damage by theft or attempted theft.

Records

The Insured's books of account or other business books or records.

Outstanding Debit Balances

The total recorded by **the Insured** under the provisions of the Outstanding Debit Recording Condition adjusted for

- A. bad debts
- B. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through **the Insured's** books at the time of the **Event**) to Customers' Accounts in the period between the date to which the total last recorded relates and the date of the **Event**
- C. any abnormal condition of trade which had or could have had a material effect on the **Business** so that the adjusted figures represent as near as reasonably practicable results which but for the **Event** would have obtained at the date of the **Event** had the **Event** not occurred.

Cover

The Insurer will pay **the Insured** for **Outstanding Debit Balances** following any **Event** covered under the Business Interruption **Section** of this **Policy**.

Basis of Settlement

The **Insurer** will pay the **Insured** the amount of their claim for **Outstanding Debit Balances** if in consequence of an **Event** the **Insured** are unable to trace or establish **Outstanding Debit Balances** in whole or in part.

The most the **Insurer** will pay for any one claim is the **Total Sum Insured** at the time of the **Event**.

The **Sums Insured** or limits of liability shall not be reduced by the amount of any claim as insured under this **Extension** provided that

- a. the **Insurer** does not give written notice to the contrary within 30 days of the notification of any **Event**
- b. the **Insured** pays the appropriate additional premium on the amount of the claim from the date of the **Event** to the expiry of the **Period of Insurance**
- c. the **Insured** agrees to comply with any security recommendations or other measures the **Insurer** may require to reduce the risk of an **Event**.

The insurance under this **Extension** is limited to loss sustained by the **Insured** directly due to the **Event** and the amount payable shall not exceed

- A. the difference between
 - i. the **Outstanding Debit Balances**, and
 - ii. the total of the amounts received or traced in respect of such balances
- B. the additional expenditure incurred with the **Insurer's** previous consent in tracing and establishing customers' debit balances after the **Event**.

Basis of Settlement Adjustments

In calculating the amount the **Insurer** will pay the **Insured**, adjustments shall be made in accordance with the following clauses.

1. Average (Underinsurance)

If the **Total Sum Insured** at the time of the **Event** is less than the **Outstanding Debit Balances**, the amount payable will be proportionately reduced.

2. Auditors and Accountants Charges

If the auditors or professional accountants of the **Insured** produce any particulars or details required by the **Insurer** from the **Insured's** books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this **Extension**, the **Insurer** will pay the **Insured** the reasonable charges payable by the **Insured** to their auditors or professional accountants, provided that the sum of such reasonable charges and any other amount payable under this **Extension** shall not exceed the liability of the **Insurer** under this **Extension**.

3. Claims Preparation Expenses

Cover extends to include the necessary and reasonable costs, expenses and charges incurred by the **Insured** in producing and certifying any particulars or details required by the **Insurer** in connection with any claim under this **Section** and which are incurred with the consent of the **Insurer** and for which the **Insurer** has admitted liability, provided that

- i. such costs and expenses are limited to
 - any additional costs and expenses incurred by any employees of the **Insured** and the cost of materials used in furnishing the **Insurer's** requirements
 - the reasonable charges payable by the **Insured** to their auditors or professional accountants for producing such information as may be required by the **Insurer**
- ii. the **Insurer** shall have the right to review and audit all documentation relating to such costs and expenses
- iii. such costs expenses and charges are not otherwise recoverable under this **Extension** or the **Policy**
- iv. an **Excess** of £500 shall apply in respect of each and every claim
- v. the liability of the **Insurer** shall not exceed £25,000 in respect of any one claim, and such limit shall apply in addition to the **Sums Insured** or limits applying under this **Extension**.

Extension Conditions

Business Interruption Section Conditions 1, 2, 3, 4, 5 and 6 apply to this **Extension**, and in addition

1. Outstanding Debit Recording

At the end of each month **the Insured** shall record the total amount outstanding in Customers Accounts at that time, and keep a copy of such records at a place other than **the Insured's Premises**.

2. Additional Claims Condition

In the event of any **Event** in consequence of which **the Insured** make or may make a claim under this **Extension**, **the Insured** shall at their own expense deliver to **the Insurer** full information in writing of the particulars of the claim, together with details of all other policies covering **Outstanding Debit Balances** or any part of them, and the amount of any resulting **Outstanding Debit Balances**.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to **the Insurer**.

Money Section

Definitions

Money

Negotiable and non-negotiable money belonging to **the Insured** or for which **the Insured** are responsible.

Negotiable Money

Cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed warrants, uncrossed postal and money orders, current postage and revenue stamps, National Savings stamps and certificates, holiday with pay stamps and gift tokens, National Insurance stamps (whether affixed to cards or not), debit card sales vouchers, trading stamps, luncheon vouchers and bills of exchange, securities for money travel warrants and authenticated travel tickets and phone cards for use by **the Insured** or any partner, director or employee of the **Insured** in connection with **the Insured's Business**, consumer redemption vouchers and company sales vouchers and unexpired units in franking machines, all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

Non-negotiable Money

Crossed warrants, crossed cheques, crossed giro drafts, crossed postal and money orders, crossed bankers drafts, crossed National Giro bank cash cheques, premium bonds, savings bonds, stamped National Insurance cards, National Savings Certificates, VAT purchase invoices and credit card sales vouchers all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

In Transit

In transit in the personal custody of **the Insured**, any authorised partner, director or employee of **the Insured**, a security organisation approved by **the Insurer**, or by registered post.

Estimated Annual Carryings

The estimate by **the Insured** of the total value of **Negotiable Money** to be in transit during the **Period of Insurance**.

Business Hours

The period during which **the Insured** or any partner, director or employee of **the Insured** is on the **Premises** for the purpose of the **Business**.

Insured Person

The Insured or any partner, director or employee of **the Insured** aged between 16 and 70 years.

Accident

Bodily injury caused by accidental, violent, external and visible means.

Loss of Limb

Loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the **Insured Person** has survived for at least one month.

Loss of Sight

Total loss of sight in one or both eyes which has lasted for three consecutive months of the **Insured Person's** lifetime, and is at the end of that period beyond hope of improvement.

Permanent Total Disablement

A disablement which permanently, completely and continuously prevents the **Insured Person** from attending to their usual occupation or to any other occupation for which the **Insured Person** is fitted by knowledge and training, and which having lasted 104 weeks of the **Insured Person's** lifetime is at the end of that period beyond hope of improvement.

Unattended

Any vehicle with no person in charge or where neither **the Insured** nor any employee are in a position to keep the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle

Temporary Total Disablement

A disablement which completely and continuously prevents the **Insured Person** from attending to their usual occupation.

Temporary Partial Disablement

A disablement which continuously prevents the **Insured Person** from attending to a substantial part of their usual occupation.

Cover

The Insurer will pay the Insured

- A. for loss of or damage to money under any Item for which a Limit of Liability is specified in the **Schedule**
- B. for loss or damage sustained as a direct result of theft or attempted theft of **Money**, of or to
 - i. any safe or strongroom specified in Item 2 of the **Schedule**, or any bag or other container used by **the Insured** or any authorised partner, director or employee of **the Insured** to carry **Money**
 - ii. clothing and personal effects belonging to **the Insured** or to any partner, director or employee of **the Insured** following assault or violence or the threat of assault or violence
- C. when any **Insured Person** whilst engaged in connection with the **Business**, as a direct result of theft or attempted theft of **Money** involving assault or violence or the threat of assault or violence
 - i. suffers an **Accident** resulting within 12 months, directly and independently of any other cause, in death or disablement
 - ii. suffers emotional stress necessitating professional counselling, provided such counselling is recommended by a qualified medical practitioner and agreed to by **the Insurer** before costs are incurred.

Exclusions

1. loss arising from the dishonesty of any partner, director or employee of **the Insured** which is not discovered within 15 working days of such loss
2. loss from or damage to any machine which uses coins, notes or tokens
3. loss due to theft of or from any **Unattended** vehicle
4. shortage due to error or omission
5. any loss under Item 2.f. (as described in the **Schedule**), unless the key or keys to the specified safes or strongrooms are removed from the **Premises**, or if a person is authorised to hold such keys and that person lives on the **Premises**, that person removes all keys to that part of the **Premises** in which that person actually lives
6. Loss or shortage due to depreciation, currency fluctuations or consequential loss or damage of any kind or description
7. loss, damage, death, **Accident**, disablement or emotional stress arising outside of the **United Kingdom**
8. Loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer
9. Loss resulting from the use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason.

10. loss or damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
- i. correctly to recognise any date as its true calendar date
 - ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

Basis of Settlement

The Insurer will pay the Insured the amount of Money under any Item for which a Limit of Liability is specified in the Schedule at the time of loss or damage.

The Insurer will also pay

- the value of any safe or strongroom, of any bag or container used to carry Money or of the clothing or personal effects of the Insured or any partner, director or employee of the Insured lost or damaged at the same time, or at the Insurers option reinstate or replace such property or any part of such property
- compensation in respect of death, Accident, disablement or emotional stress.

The most the Insurer will pay for any one claim is

- A. for any one Item, the Limit of Liability specified in the Schedule
- B. for any one safe or strongroom, £10,000
- C. for any one bag or container, its value at the time of loss or damage
- D. for clothing or personal effects, £500 any one person
- E. for death, Accident, disablement or emotional stress, the amounts specified in the Table of Benefits.

Table of Benefits

Compensation	Amount
1. a. death	£25,000
b. loss of one or more limbs and/or the sight of one or both eyes	£25,000
c. Permanent Total Disablement	£25,000
d. Temporary Total Disablement - per week	£100
e. Temporary Partial Disablement - per week	£50

In respect of each Insured Person, compensation will not be paid by the Insurer

- A. under more than one of a., b. or c. for the consequences of the same Accident
- B. under d. and e. for more than 104 weeks in all in respect of one or more Accidents.

2. The cost of professional counselling	- per hour	£50
	- any one person	£1,000
	- in total	£5,000

Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Contribution

If at the time of loss or damage any other insurance has been effected by or on behalf of the Insured covering Money or any other property insured by this Section in whole or in part, the Insurers liability under this Section shall be limited to the Insurers rateable proportion of such loss or damage.

2. Damage to the Premises

Provided that a Property Damage Section is insured under this Policy, in the event that buildings are not covered by such Property Damage Section the Insurer will pay

- A. costs for which the Insured are responsible, necessarily and reasonably incurred by the Insured to repair damage to the Premises as a direct result of theft or attempted theft of Money within the Insured's Premises (and as insured by this Section)
- B. the cost of any temporary boarding-up or making good necessary to keep the Premises secure.

The most the Insurer will pay for any one claim is £5,000.

3. Weekly Compensation

Weekly compensation will be paid when the total amount to be paid has been agreed, or if **the Insured** so request, at the end of each period of four consecutive weeks disablement.

4. Security Company Contingency Cover

Cover extends to indemnify **the Insured** in respect of loss of **Money** in the custody of a security company covered under this **Section** if in the event of loss **the Insured** are unable to recover such **Money** from the security company under the terms of the agreement between **the Insured** and the security company

It is a condition precedent to the liability of **the Insurer** that

- a. there must be in force an agreement between **the Insured** and the security company in respect of **Money** in the custody of a security company
- b. **the Insured** must provide **the Insurer** with a copy of the agreement between **the Insured** and the security company at the inception of cover
- c. **the Insured** must obtain the written agreement of **the Insurer** before any changes are made to the agreement
- d. **the Insured** must comply with the terms of the agreement.

5. Credit Card

Cover extends to include **the Insured's** legal liability for costs necessarily incurred by **the Insured** with the written consent of **the Insurer** as a result of use by an unauthorised person of bank cards, credit cards, charge cards or debit cards belonging to **the Insured** or for which **the Insured** are responsible and arising before the card company has received notification that a card has been lost or stolen, provided that

1. this Extension shall not apply in respect of
 - a. any loss brought about by any failure to comply with the terms under which the card was issued
 - b. any card issued personally to any of **the Insured's** directors, partners or employees
 - c. losses arising after 48 hours from discovery of the loss of the card
 - d. losses covered in whole or part by any other insurance, except in respect of any excess beyond the amount which would have been payable under such other insurance had this **Section** not been effected
2. the liability of **the Insurer** shall not exceed £1,000 in respect of any one claim.

Section Conditions

1. Precautions

It is a condition precedent to the liability of **the Insurer** that **the Insured** must

- a. keep the **Premises** secure and in a good state of repair
- b. install any additional protections asked for by **the Insurer**
- c. remove all keys including duplicate keys relative to the security of the **Premises** and to any safe or strongroom on the **Premises** from such secured **Premises** (or if a person is authorised to hold such keys and that person lives on the **Premises**, that person must remove all keys to that part of the **Premises** in which that person actually lives), when the **Premises** are closed for **Business** or left unattended
- d. exercise due care in selecting employees to be entrusted with **Money**
- e. keep a proper written record of all **Money** covered by this **Section** and allow **the Insurer** to inspect this record at all reasonable times.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of **Money** or any other property insured there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of **the Insured** ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of loss or damage as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of loss or damage is increased, provided that **the Insured** shall give notice to **the Insurer** (and pay an additional premium if required) immediately they become aware of such alteration.

4. Transit

In respect of **Negotiable Money** in transit in the personal custody of **the Insured** or of any authorised partner, director or employee of **the Insured**, it is a condition precedent to any liability under this **Section** that such **Money** will be accompanied by

- a. two able-bodied adults when in excess of £7,500
- b. three able-bodied adults when in excess of £15,000

unless otherwise agreed by **the Insurer** in writing or amended by a clause applicable to this **Section** as specified in the **Schedule**.

5. Additional Claims Conditions

- a. In the event of loss or damage, **the Insured** shall at their own expense deliver to **the Insurer** within 30 days after loss or damage (7 days in the case of loss or damage by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **the Insurer** may allow in writing
 - i. full information in writing of the **Money** or other property insured lost or damaged, and the amount of loss or damage
 - ii. details of any other insurances on the **Money** or other property insured covered by this **Section**
- b. In the event of **Accident** or emotional stress the **Insured Person** must
 - i. as soon as possible after the **Accident** has occurred, consult a qualified medical practitioner and follow the advice of such practitioner
 - ii. submit to any medical examination made on behalf of **the Insurer**
 - iii. in the event of a claim being made for the cost of professional counselling, supply **the Insurer** with a recommendation for treatment in writing by a qualified medical practitioner
- c. In the event of the death of an **Insured Person** as a result of **Accident** **the Insurer** shall be entitled, at **the Insurer's** expense, to arrange a post-mortem examination
- d. **the Insured** shall at their own expense deliver to **the Insurer**
 - i. all such proofs and information relating to the claim as may reasonably be required
 - ii. if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

6. The Insurers Rights following a Claim

In respect of loss or damage for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such loss or damage has occurred, and take possession of or require to be delivered to **the Insurer** any **Money** or any other property insured, and to deal with such **Money** and other property insured for all reasonable purposes and in any reasonable manner.

No **Money** or other property insured may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

7. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the loss or damage.

8. Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

9. Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

1. such Intruder Alarm Installation
 - a. must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
 - b. must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**
2. all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended
3. **the Insured** must
 - a. maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
 - b. immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
 - c. appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require
4. in the event of notification of
 - a. activation of the Intruder Alarm Installation
 - b. any fault in the Intruder Alarm Installation
 - c. interruption of the means to transmit or receive signals to or from the Intruder Alarm installationduring any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the **Premises** and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing.
5. the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**
 - a. unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - b. where the police have withdrawn their response to
 - i. an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
 - ii. a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this Condition the following definitions apply:

"Intruder Alarm Installation" shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

"Keyholder" shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

- A. is available at all times to
 - i. accept notification of alarm signals or faults relating to the Intruder Alarm Installation
 - ii. attend and allow access to the **Premises** and the buildings
- B. has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

"Responsible Person" shall mean **the Insured** or any a person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

10. Fair Presentation

If a claim is made under **Cover C** of this **Section**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under General Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular partner, director or employee. If the partner, director or employee concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under General Condition 1 as against that partner, director or employee only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

11. Fraudulent Claims

If any fraud to which General Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), General Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

Specified All Risk Section

Definitions

Damage/Damaged

Accidental loss or destruction of or damage to Property Insured.

Premises

The buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied by the Insured for the purpose of the Business.

Property/Property Insured

Property described in the Schedule.

Territorial Limits

- A. The Premises
- B. Anywhere within the United Kingdom
- C. Anywhere within countries of the European Union
- D. Anywhere in the world.

Unattended

Any vehicle with no person in charge or where neither the Insured nor any employee are in a position to keep the vehicle or property under observation and able to observe or prevent any attempt by any person to interfere with the vehicle or property.

Cover

The Insurer will pay the Insured for **Damage** to Property Insured described in the **Schedule**, whilst within the Territorial Limits specified in the **Schedule** .

Exclusion

1. **Damage** caused by or arising from
 - a. Wear and tear, inherent defect
 - b. Rot, mildew, rust, corrosion, frost, pollution or contamination
 - c. Insects, woodworm, vermin
 - d. Dyeing, cleaning, repair, renovation
 - e. Electronic, electrical or mechanical breakdown, failure or derangement
 - f. Faulty manipulation, design, plan, specification or materials
 - g. Gradual deterioration, market depreciation
 - h. Consequential loss or damage of any kind or description
2. **Damage to Property Insured** caused by its undergoing any process involving the application of heat

3. **Damage** suffered by the Insured as a result of being deceived into knowingly parting with Property
4. **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
5. **Damage** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
 - i. Correctly to recognise any date as its true calendar date
 - ii. To recognise, capture, save, retain, restore and/ or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - iii. To recognise, capture, save, retain, restore and/ or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date
6. **Damage** not occurring within the Territorial Limits specified in the Schedule
7. After the application of all other terms and conditions of this **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate **Premises**, the amount of the **Excess** specified in the **Schedule**.

Basis of Settlement

The Insurer will pay the Insured the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at the Insurer's option will reinstate or replace such **Property** or any part of such **Property**.

The most the Insurer will pay for any one claim is

- A. the **Total Sum Insured**, or for each item its individual **Sum Insured**, at the time of **Damage**
- B. the amount of the **Sum Insured** remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless the Insurer agrees to reinstate any such **Sum Insured**.

Following **Damage** as insured by this **Section** the **Sums Insured** or limits of liability shall not be reduced by the amount of any claim provided that

- a. the Insurer does not give written notice to the contrary within 30 days of the notification of any **Damage**
- b. the **Insured** pays the appropriate additional premium on the amount of the claim from the date of the **Damage** to the expiry of the **Period of Insurance**
- c. the **Insured** agrees to comply with any security recommendations or other measures the **Insurer** may require to reduce the risk of **Damage**.

Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Average (Underinsurance)

Sums Insured are declared to be separately subject to Average. This means if at the time of **Damage** the **Sum Insured** for any item is less than the value of the item covered by such **Sum Insured**, the amount payable by the Insurer will be proportionately reduced.

2. Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of the **Insured** covering any of the **Property** Damaged, the **Insurer's** liability under this **Section** shall be limited to the **Insurer's** rateable proportion of such **Damage**

3. Data Processing and Ancillary Equipment

Cover includes **Damage** to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from **Damage** to any air conditioning facilities.

4. General Interests

The Insurer agrees to automatically note the interest of any other party if requested by **the Insured** in any of the **Property Insured** and which attached before the happening of any **Damage** but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to **the Insurer** by **the Insured** in the event of **Damage**.

Section Conditions

1. Precautions

It is a condition precedent to the liability of **the Insurer** that **the Insured** must

- a. keep the **Premises** secure and in a good state of repair
- b. ensure that all trade and/or domestic refuse is removed from
 - i. the Buildings at the end of each working day
 - ii. the Premise at least once a week
- c. install any additional protections asked for by **the Insurer** in the **Premises**, or in any vehicle
- d. remove all keys including duplicate keys relative to the security of
 - i. the **Premises** and to any safe or strong room on the **Premises** from such secured **Premises** when they are closed for **Business** or are left unattended
 - ii. any vehicle from such secured vehicle when such vehicle is left unattended.

2. Alteration

Unless **the Insurer** agrees in writing, cover under this **Section** shall be avoided for any of the **Property Insured** in regard to which there is any alteration after the commencement of this **Section** which increases the risk of **Damage**.

3. Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of **Damage** is increased, provided the Insured shall give notice to **the Insurer** (and pay an additional premium) immediately they become aware of such alteration.

4. Additional Claims Conditions

The insurer will not pay for any **Damage** which is not notified to **the insurer** within 30 days of the occurrence of such **Damage**.

5. Reinstatement

If any property is to be reinstated or replaced by **the Insurer**, **the Insured** shall at their own expense provide all documents, books and information as may reasonably be required. **The Insurer** shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this **Section** more than its **Sum Insured**.

6. The Insurer's Rights following a Claim

In respect of **Damage** for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such **Damage** has occurred, and take possession of or require to be delivered to **the Insurer** any **Property Insured**, and deal with such Property for all reasonable purposes and in any reasonable manner.

No Property may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

7. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.

8. Vehicle Security Protections

It is a condition precedent to the liability of **the Insurer** that additional protections to any vehicle required by **the Insured** shall:

- A. be installed in accordance with the specification agreed by **the Insurer**
- B. not be altered or varied unless agreed in writing by **the Insurer**
- C. be kept in full and working order at all times
- D. where appropriate to the type of protection, be serviced under a maintenance contract
- E. be secured or set whenever the vehicle is left loaded and **Unattended** with all

keys or other portable operating devices being kept in the personal custody of the driver of the vehicle or of any other person authorised to be in the vehicle.

9. Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

- 1. Such Intruder Alarm Installation
 - a. must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
 - b. must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**
- 2. all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended

3. **the Insured** must

- a. maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
- b. immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
- c. appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require

4. in the **event** of notification of

- a. activation of the Intruder Alarm Installation
- b. any fault in the Intruder Alarm Installation
- c. interruption of the means to transmit or receive signals to or from the Intruder Alarm installation

during any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the **Premises** and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing

5. the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**

- a. unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
- b. where the police have withdrawn their response to
 - i. an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
 - ii. a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology

For the purposes of this Condition the following definitions apply:

“Intruder Alarm Installation” shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

“Keyholder” shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

A. is available at all times to

i. accept notification of alarm signals or faults relating to the Intruder Alarm Installation attend

ii. and allow access to the **Premises** and the buildings

B. has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

“Responsible Person” shall mean **the Insured** or any a person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

This condition will only apply when **the Insured** is in control of the Intruder Alarm and will not apply when the Intruder alarm under the control of a third party.

10. Marine General Average

When the Territorial Limits are stated in the schedule as ‘anywhere in Europe’ or ‘Anywhere in the world’ this insurance will indemnify the insured for general average contributions and salvage charges whilst the property insured is being transported by sea between any countries within the territorial limits provided that the property insured is otherwise covered for loss or damage under this policy and the liability of the Company does not exceed the sum insured for the insured items.

12. Theft from Unattended Vehicle

This **Section** excludes loss or **damage** due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle unless:

- i. All doors windows and other means of access have been secured and locked and the vehicle and/or trailer alarms and/or immobilisers (if any) have been activated, and
- ii. In the case of saloon or estate cars the **Property Insured** has been placed in a locked boot or otherwise covered and hidden from view, and
- iii. In the case of any open sided, curtain sided, open top or soft top vehicle or trailer, such vehicle or trailer is stolen at the same time, and

This exclusion will only apply when **the Insured** is in control of the vehicle and will not apply when the vehicle is in the control of a third party.

Special Conditions

(Applicable if shown in the Schedule as operative)

1. Overnight Theft Exclusion

This **Section** excludes loss or **damage** due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle

A. after the last transit of the day until next collected by the driver

B. whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle

2. Overnight Theft Exclusion - Locked Building or Yard Requirement

This Section excludes loss or **damage** due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle

- A. after the last transit of the day until next collected by the driver unless such vehicle is in a securely locked building or in a fully enclosed and locked yard
- B. whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle

3. Theft Exclusion

This Section excludes loss of or **damage** to the **Property Insured** resulting from theft or attempted theft from any **Unattended** vehicle.

4. Alarm Clause - Specified Vehicle

In respect of any vehicle specified in the **Schedule** this Section excludes loss of or **damage** to the **Property Insured** resulting from theft or attempted theft from any such specified vehicle that is left **Unattended**, unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys removed, and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.

5. Alarm Clause - Unspecified Vehicle

This Section excludes loss of or **damage** to the **Property Insured** resulting from theft or attempted theft from any **unattended** vehicle unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys removed, and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.

6. Computer Equipment

In respect of **computer equipment**, it is a condition precedent to the liability of **the Insurer** in respect of any claim for **Damage** by theft or attempted theft that

- A. when such equipment is left **Unattended** inside any vehicle
 - i. the vehicle is securely locked and all security devices set in operation
 - ii. the vehicle is kept in a locked building of substantial construction or in a guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
 - iii. it is stored in the boot if the vehicle is a private car, or otherwise concealed from view
- B. when such equipment is in transit by air, it is carried as hand luggage
- C. when such equipment is in transit by ship or ferry, if not kept in accordance with A.i. above it is kept in a securely locked cabin on board such vessel.

Employers' Liability Section

Definitions

1. Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

2. Employee

- A. Any person under a contract of service or apprenticeship with **the Insured**
- B. any of the following persons whilst working for **the Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any home worker or outworker
 - iv. any trainee or person undergoing work experience
 - v. any voluntary helper
 - vi. any person who is borrowed by or hired to **the Insured**
 - vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
 - viii. any prospective employee being assessed by **the Insured** as to their suitability for employment
 - ix. any person a court of law in the **United Kingdom** deems to be an employee

3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of
 - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
 - ii. fire and security services of **the Insured**
 - iii. ambulance, first aid and medical services
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
- D. the repair and/or servicing of **the Insured's** motor vehicles
- E. the training or retraining of any **Employee** at Government or other training centres
- F. participation at trade shows, exhibitions or conferences
- G. the organisation of or participation by **the Insured** in fund raising or other charitable events
- H. the provision of nursery crèche or child care facilities where incidental to the **Business**
- I. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- B. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in Definition 4.A. above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union

5. Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 5.A., 5.B. or 5.C. above

6. An Act of Terrorism

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

Cover

The Insurer will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
 - b. for representation of **the Insured**
 - i. at any coroners inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**
- which may be the subject of indemnity under this **Section**.

Limit of Indemnity

The Insurer's liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the **Schedule**.

Provided that

- A. in respect of an **Act of Terrorism** the Limit of Indemnity shall not exceed £5,000,000 and not as otherwise stated in the **Schedule**.

If **the Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

- B. in respect of the indemnity provided under this **Section** for the Corporate Manslaughter and Corporate Homicide Act 2007:
 - a. the liability of **the Insurer** shall not exceed £5,000,000 in any one **Period of Insurance**
 - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - c. where **the Insurer** has already indemnified **the Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

- a. in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured**.
- and if the Insured so request **the Insurer** will indemnify the following parties
- b. any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity
 - c. any partner, director or **Employee** of **the Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**
- as though each party was individually named as **the Insured** in this **Section**
- d. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

B. Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee** of **the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurer's** written consent
- b. costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any **Employee**
- ii. **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other policy.

C. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by **the Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

- a. is obtained by such **Employee** in any court situate within the **United Kingdom** against any person or corporate body domiciled or operating from premises within the **United Kingdom** and
 - b. remains wholly or partly unsatisfied six months after the date of such judgement
- the Insurer** will if **the Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the **Employee** shall have assigned the judgement to **the Insurer**
- i. this **Section** was shown in the **Schedule** at the time of the **Injury**.

D. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **the Insured** is required to attend court as a witness at the request of **the Insurer** in connection with a claim which is the subject of indemnity under this **Section** **the Insurer** will pay compensation to **the Insured** on the following scale for each day that attendance is required:

- i. any director or partner £750
- ii. any **Employee** £250

E. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

The Insurer will indemnify **the Insured** in respect of

- a. legal costs and expenses incurred with the prior written consent of **the Insurer** and
- b. costs of the prosecution awarded against **the Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the **Period of Insurance** in the course of the **Business** and which may be subject to indemnity under this **Section**

Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

- i. any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than the **United Kingdom**
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **the Insured** or any partner or director of **the Insured** or any **Employee**.

Exclusions

This **Section** does not cover

1. liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
2. liability in respect of **Injury** to any **Employee** who is working on, visiting or travelling to or from **Offshore Installations**.

Section Conditions

1. Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** but **the Insured** shall repay to **the Insurer** all sums paid by **the Insurer** which **the Insurer** would not have been liable to pay but for the provisions of such law.

2. Certificate of Employers' Liability

If this **Policy** or **Section** is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

3. Other Insurances

The Insurer will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

4. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

5. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, **the Insured** shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

The Insured shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

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Public and Products Liability Section

Definitions

1. Injury

- A. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- B. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

2. Employee

- A. Any person under a contract of service or apprenticeship with **the Insured**
- B. any of the following persons whilst working for **the Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any home worker or outworker
 - iv. any trainee or person undergoing work experience
 - v. any voluntary helper
 - vi. any person who is borrowed by or hired to **the Insured**
 - vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
 - viii. any prospective employee being assessed by **the Insured** as to their suitability for employment
 - ix. any person a court of law in the **United Kingdom** deems to be an employee

3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of
 - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
 - ii. fire and security services of **the Insured**
 - iii. ambulance, first aid and medical services
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
- D. the repair and/or servicing of **the Insured's** motor vehicles
- E. the training or retraining of any **Employee** at Government or other training centres
- F. participation at trade shows, exhibitions or conferences
- G. the organisation of or participation by **the Insured** in fund raising or other charitable events
- H. the provision of nursery crèche or child care facilities where incidental to the **Business**
- I. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

- A. the **United Kingdom**
- B. in respect of **Injury**, loss or damage caused by or arising from
 - i. manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
 - ii. non-manual work occurring during any temporary visit or journey to the United States of America or Canadaby any partner, director or Employee of the Insured normally resident within the **United Kingdom**
- C. anywhere in the world in respect of **Products**

5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **the Insured** in connection with the **Business** and not in the charge or control of **the Insured**

6. Pollution or Contamination

- A. All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
 - B. all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.
- All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

7. Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.A., 7.B. or 7.C. above

8. An Act or Terrorism

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

9. Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

Cover

- A. **The Insurer** will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
- a. **Injury** to any person
 - b. loss of or damage to material property
 - c. nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
- b. for representation of **the Insured**
 - i. at any coroners inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**, loss or damage which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- A. **the Insurer's** liability for all compensation payable in respect of
- i. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
 - ii. all **Injury**, loss and damage occurring during any one **Period of Insurance** and caused by or arising from **Products**
 - iii. all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**

shall not exceed the Limit of Indemnity stated in the **Schedule**.

- B. In respect of all claims against **the Insured** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
- i. claimants' costs and expenses
 - ii. costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of such claims.

Provided that

- i. in respect of an **Act of Terrorism** the liability of **the Insurer** shall not exceed the Limit of Indemnity stated in the **Schedule**

If **the Insurer** alleges that by reason of this limitation any loss damage or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

- ii. in respect of the indemnity provided under this **Section** for Extension K - Corporate Manslaughter and Corporate Homicide Act 2007 Legal Defence Costs:-
 - a. the liability of **the Insurer** shall not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule** (whichever is the lesser) in any one **Period of Insurance**
 - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - c. where **the Insurer** has already indemnified **the Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

a. in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured**

and if **the Insured** so request **the Insurer** will indemnify the following parties

b. any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity

c. any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

as though each party were individually named as **the Insured** in this **Section**

d. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply

ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

B. Joint Insured Cross Liabilities

If more than one party is named as **the Insured** this **Section** shall apply as though each were insured separately provided that **the Insurer's** liability to all parties indemnified shall not exceed in total the Limit of Indemnity stated in the **Schedule**.

C. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** of **the Insured** or family member of such partner, director or **Employee** normally resident within the **United Kingdom** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

D. Motor Contingent Liability

The Insurer will indemnify **the Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **the Insured** but this **Section** does not cover liability

a. in respect of loss of or damage to such vehicle

b. arising out of any such use in any country outside the European Union

c. incurred by any party other than **the Insured**

d. incurred by any party identified in Extension A. (Indemnity to Other Parties) other than an **Employee**.

For the purpose of this cover Exclusion 1. (Injury to **Employees**) does not apply.

E. Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee of the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurer's** written consent
 - b. costs and expenses of the prosecution awarded against any such party
- in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- ii. **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other insurance.

F. Data Protection Act

The Insurer will indemnify **the Insured** and if **the Insured** so requests any **Employee** or director or partner of **the Insured** for damage or distress occurring as a result of an offence under Section 13 of the Data Protection Act 1998 or any subsequent overriding legislation committed during the **Period of Insurance** within the **United Kingdom** and arising in connection with the **Business** provided that **the Insured** is a registered user in accordance with the terms of the Data Protection Act 1998 or any subsequent overriding legislation.

Provided that:

- i. **The Insured** is a registered user in accordance with the terms of such legislation
- ii. **The Insured** is not in a business as a data processing bureau
- iii. The Claimant:
 - a. Is the subject of personal data held by the insured
 - b. Suffers damage or distress caused by inaccuracy loss unauthorised destruction or disclosure of or access to the data

The Insureds liability for all compensation claimants' costs and expenses and other Costs and Expenses under this Extension in respect of all claims occurring during any one Period of Insurance shall not exceed £50,000.

The Insurer will not pay for

- a. any damage or distress caused by any deliberate act or omission by **the Insured** the result of which could reasonably have been expected by **the Insured** having regard to the nature and circumstances of such act or omission
- b. the payment of fines or penalties
- c. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data
- d. any damage or distress caused by any act of fraud or dishonesty
- e. liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person.

Data and Personal Data shall have the meaning defined in the Data Protection Act 1998 or any subsequent overriding legislation.

G. Defective Premises Act 1972

The Insurer will indemnify **the Insured** in the terms of this **Section** against liability incurred by **the Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by **the Insured**
Provided that this Extension does not cover

- a. the cost of rectifying any damage or defect in the premises or land disposed of
- b. liability for which **the Insured** is entitled to indemnity under any other insurance
- c. the presence of **Asbestos**.

H. Consumer Protection and Food Safety Acts - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee** of **the Insured** in the terms of this **Section** in respect of legal costs and expenses incurred with the written consent of **the Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

a. Part 2 of the Consumer Protection Act 1987

or

b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

a. fines or penalties of any kind

b. proceedings or appeals in respect of any deliberate act or intentional act or omission

c. costs or expenses insured by any other policy.

I. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **the Insured** is required to attend court as a witness at the request of **the Insurer** in connection with a claim which is the subject of indemnity under this **Section** **the Insurer** will pay compensation to **the Insured** on the following scale for each day that attendance is required:

i. any director or partner £750

ii. any **Employee** £250

J. Contractual Liability

In respect of liability assumed by **the Insured** by a contract or agreement entered into by **the Insured** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **the Insurer**

Provided that **the Insurer** shall not in any event provide indemnity

a. under Exclusion 9. a. except as stated therein

b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

K. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

The Insurer will indemnify **the Insured** in respect of

- a. legal costs and expenses incurred with the prior written consent of **the Insurer** and
- b. costs of the prosecution awarded against **the Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this **Section**

Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

- i. any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the **United Kingdom**
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **the Insured** or any partner or director of **the Insured** or any **Employee**.

L. Obstructing Mechanically Propelled Vehicles

If a mechanically propelled vehicle which is not the property or responsibility of **the Insured** causes an obstruction within the **United Kingdom** to the extent of interfering with the carrying out of the **Business** then notwithstanding Exclusion 5 (Mechanically Propelled Vehicles) **the Insurer** will indemnify **the Insured** in the terms of this **Section** in respect of the legal liability of **the Insured** for the **Injury** or loss of or damage to material property arising from the movement of such vehicle by **the Insured** or by any **Employee**

Provided that

- a. such movement shall be limited to the minimum necessary to clear the obstruction
- b. the indemnity will not apply to loss of or damage to such vehicle or its contents
- c. this Extension shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

M. Contingent Employers Liability

Notwithstanding Exclusion 1 of this **Section**, **the Insurer** will indemnify **the Insured** under this Extension in respect of legal liability for **Injury** to any **Employee** engaged outside of the Country of Origin of **the Insured** (herein referred to as "Overseas Employee") arising out of and in the course of employment by **the Insured** in the **Business** and caused during the Period of Insurance.

Provided that this Extension will not apply where

- a. Any Workers' Compensation or Employers' Liability insurance is required to be effected and maintained in any country or state to comply with the laws of that country or state
 - b. Indemnity is provided by any social security or similar scheme in any country or state
 - c. Insurance or security is required in accordance with any road traffic legislation in force in any country
- The total amount payable including all costs and expenses under this Extension in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed £5,000,000.

Exclusions

This **Section** does not cover

1. Injury to **Employees**

liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured**.

2. Work on **Offshore Installations**

liability in respect of **Injury**, loss or damage arising in connection with work on or travel to or from **Offshore Installations**.

3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

liability in respect of

- a. fines, penalties or liquidated damages
- b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4. **Pollution or Contamination**

liability in respect of

- a. **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory
- b. **Pollution or Contamination** occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5. **Mechanically Propelled Vehicles**

liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- i. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- ii. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

This **Section** excludes loss or **damage** due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle

except where more specifically insured by any other policy.

6. **Vessels or Craft**

liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any

- a. aircraft or other aerial device made or intended to travel through air or space
- b. any water-borne vessel or craft other than
 - i. those used for business entertainment purposes within inland waters
 - ii. hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length

7. Property in the charge or control of **the Insured**

liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured** other than

- a. personal effects or vehicles of any partner, director or **Employee** of or visitor to **the Insured**
- b. premises (and their contents) not belonging, leased, rented or hired to **the Insured** but temporarily in the charge of **the Insured** for the purpose of carrying out work
- c. **Premises** (including their fixtures and fittings) leased, rented or hired to **the Insured** but this **Section** does not cover liability attaching to **the Insured** solely under the terms of any tenancy or other agreement.

8. Damage to Goods

Supplied liability in respect of

- a. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **the Insured**
- b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
 - i. any such goods or property
 - ii. any defective work executed by or on behalf of **the Insured**

except that 8.a. and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

1. any alteration, repair or servicing work executed
2. any other goods or property sold, supplied, delivered, installed or erected by **the Insured** under a separate contract.

9. Products

in respect of **Injury**, loss or damage caused by or arising from **Products**

- a. any liability which attaches to **the Insured** solely under the terms of an agreement other than
 - i. under any warranty of goods implied by law
 - ii. under any indemnity clause in any agreement between **the Insured** and any independent carrier in respect of **Injury**, loss or damage caused by **Products** entrusted to such carrier for transit by road, rail or waterway
- b. any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **the Insured's** knowledge was intended to be installed or incorporated in any such craft
- c. any claim made against **the Insured** in any country outside the European Union in which **the Insured** occupy premises or are represented by any resident **Employee** or holder of **the Insured's** power of attorney.

10. Advice and Design

liability for **Injury**, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of **the Insured** other than where provided or performed in connection with any **Product**.

11. Contract Works and J.C.T. Clause 6.5.1

liability in respect of loss of or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**
- b. against which **the Insured** are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12. Computer Date Recognition

liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- i. correctly to recognise any date as its true calendar date
- ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

13. Asbestos

- a. liability in any way caused by, arising from or contributed to by
 - i. exposure to or inhalation of **Asbestos**
 - ii. fear of the consequences of exposure to or inhalation of **Asbestos**
- b. liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Asbestos**

14. Excess

the amount of the **Excess** shown in the **Schedule**.

15. Cybermedia

- a. i. Defamation or malicious falsehood, including libel, slander, injurious falsehood, trade libel, slander of title, slander of goods or disparagement of goods
- ii. Infringement of Intellectual Property Rights which is committed or occasioned through the use of **Cybermedia**
- b. i. Infringement of any right to Privacy (other than in relation to Data Protection), including privacy in photographs and films, or rights under the European Convention of Human Rights
- ii. Breach of confidence or unauthorised disclosure
- iii. Unfair treatment that is based on a person's age, ethnic background, marital status, nationality, mental ability, race, colour, religion, sex, or sexual orientation, which is committed or occasioned through the use of **Cybermedia**
- c. Transmission of any **Computer Virus** through the use of **Cybermedia**, but this exclusion shall not apply to Bodily **Injury** or physical damage to tangible property, including any resulting loss of use of that property, other than
 - i. Physical damage to hardware and ancillary equipment, and
 - ii. For the avoidance of doubt, loss, destruction of corruption of or damage to software programs, data, or information in relation to any computer
- d. Contravention of the requirements of the Data Protection Act 1998 or any subsequent overriding legislation which is committed or occasioned through the use of **Cybermedia**
- e. Computer Fraud or Computer Misuse committed or occasioned through the use of **Cybermedia**, but in respect of Computer Misuse this Exclusion shall not apply to Bodily **Injury** or physical damage to tangible property, including any resulting loss to use of that property, other than
 - i. Physical damage to hardware and ancillary equipment, and
 - ii. For the avoidance of doubt, loss, destruction of corruption of or damage to software programs, data, or information in relation to any computer.

Section Conditions

1. Other Insurances

The Insurer will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, **the Insured** shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

The Insured shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

Terrorism Section

Definitions

Act of Terrorism

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

Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

Territorial Limits

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

Note 1. This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

Note 2. For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

General Cover Policy

1. This Policy, or
2. Where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the Schedule to this Policy.

Property Insured

Property as described in the Schedule to any General Cover Policy, but excluding

1. Property insured under a
 - a. Marine, Aviation or Transit policy
 - b. Motor Insurance policy (other than a Motor Trade policy)
 - c. Road Risks section of a Motor Trade policy
 - d. Reinsurance policy or agreement
 - e. Bankers Blanket Bond

Whether such policy or agreement includes cover for an Act of Terrorism or not

2. Any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless
 - a. Insured under the same policy as the remainder of the land or building which is not a private residence
 - b. The property is a block of flats and/or private dwelling house and the Insured is a trustee or body of trustees or a sole trader

Note 1. Trustees and sole traders are not deemed to be individuals.

Note 2. For the avoidance of doubt, such blocks of flats, self-contained units insured as part of such blocks of flats or such private dwelling houses occupied as a private residence by any of the trustee(s) or sole trader(s) will be deemed to be insured in the name of an individual.

3. Any Nuclear Installation or Nuclear Reactor
4. Any loss whatsoever or any expenditure resulting or arising therefrom or any Consequential Loss directly or indirectly relating to a private residence property when insured in the name of a private individual caused by or contributed to, by or arising from
 - a. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - b. Ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
 - c. Chemical and/or biological and/or radiological irritants contaminants or pollutants.

Damage

Loss or destruction of or damage to Property Insured.

Consequential Loss

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

Nuclear Installation

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

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

Nuclear Reactor

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

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan Horses, worms and logic bombs.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data, whether the property of the Insured or not.

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Denial of Service Attack

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 Attacks include, but are 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.

Cover

The Insurer will pay the Insured for

1. Damage, or
2. Consequential Loss
3. Occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits
Provided always that the insurance by this Section
 - a. Is not subject to the General Exclusions of the General Cover Policy
 - b. Is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section
 - c. Is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this Policy
4. Any subsequent period of cover of twelve (12) months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- a. No subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy
 - b. The renewal premium due in respect of this Section has been received by the Insurer
5. Is not subject to any Long Term Undertaking applying to the General Cover Policy
6. Is not subject to any terms in the General Cover Policy which provide for adjustments of premium.

Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Cover Policy in respect of Damage or Consequential Loss.

The most the Insurer will pay for any one Event is

1. The Total Sum Insured, or
2. For each item its individual Sum Insured, or
3. Any other limit of liability

In the General Cover Policy, whichever is the less, except where the liability of the Insurer exceeds the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in the General Cover Policy, where such excess is solely in respect of any Cover Extension as provided for in the General Cover Policy.

Section Exclusions

The Insurer will not pay for

1. Digital and Cyber Risk

Any losses whatsoever directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from

- a. The alteration, modification, distortion or corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software), or
- b. Any alteration, modification, distortion, erasure or corruption of data processed by any such computer or other equipment or component or system or item
Whether the Property of the Insured or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from Virus or Similar Mechanism, or Hacking, or Phishing, or Denial of Service Attack.

2. Riot, Civil Commotion and War

Any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Territorial Limits

Any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Cover Policy to locations outside of the Territorial Limits described within the definition to this Section.

4. The amount of the Excess shown in the Schedule.

Section Condition

Burden of Proof

In any action, suit or other proceedings where the Insurer alleges that any damage or loss resulting from Damage is not covered by the General Cover Policy, the burden of proving that such damage or loss is covered shall be upon the Insured.

