



# **Leisure Insurance Policy**

## **CONTENTS**

### **Page**

<b>3</b>	<b>CUSTOMER SERVICE PAGE</b>
<b>7</b>	<b>INTRODUCTION</b>
<b>8</b>	<b>GENERAL DEFINITIONS</b>
<b>12</b>	<b>SECTION 1 – PROPERTY DAMAGE</b>
<b>29</b>	<b>SECTION 2 - MONEY AND ASSAULT</b>
<b>34</b>	<b>SECTION 3 - PROPERTY IN TRANSIT</b>
<b>39</b>	<b>SECTION 4 – FROZEN FOODS</b>
<b>40</b>	<b>SECTION 5 – THEFT BY EMPLOYEE</b>
<b>43</b>	<b>SECTION 6 – BUSINESS MACHINERY ALL RISKS</b>
<b>48</b>	<b>SECTION 7 – BUSINESS INTERRUPTION</b>
<b>56</b>	<b>SECTION 8 – TERRORISM INSURANCE</b>
<b>59</b>	<b>SECTION 9 – LEGAL LIABILITIES</b>
<b>61</b>	<b>SECTION 9A) - EMPLOYERS LIABILITY</b>
<b>63</b>	<b>SECTION 9B) – PUBLIC LIABILITY</b>
<b>68</b>	<b>SECTION 9C) – PRODUCTS LIABILITY</b>
<b>71</b>	<b>GENERAL EXCEPTIONS</b>
<b>76</b>	<b>GENERAL CONDITIONS</b>
<b>80</b>	<b>CONDITIONS PRECEDENT</b>

## **CUSTOMER SERVICE INFORMATION** **INSURERS**

**Great Lakes Reinsurance (UK) PLC** is registered in England under company number 02189462. The registered office of **Great Lakes Reinsurance (UK) PLC** is:

Plantation Place,  
30, Fenchurch Street,  
London EC3M 3AJ

**Great Lakes Reinsurance (UK) PLC** is authorised and regulated by the Prudential Regulation Authority ('PRA') and the Financial Conduct Authority ('FCA') as an insurer with registered number 202715 and may be found on the Financial Services Register at <http://www.fsa.gov.uk/register/home.do>

### **Ark Insurance Group**

Your Policy has been arranged through **Ark Insurance Group**.  
The registered office of **Ark Insurance Group** is:

Oak House, Eastwood Business Village, Harry Weston Road, Coventry CV3 2UB

**Ark Insurance Group** is authorised and regulated by the FCA as an insurance intermediary with registered number 449832 and may be found on the Financial Services Register at <http://www.fsa.gov.uk/register/home.do>.

**Faraday Reinsurance Co. Limited** is a limited company registered in England under company number 01733074. The registered office of **Faraday Reinsurance Co. Limited** is:

**Faraday Reinsurance Co. Limited**  
Corn Exchange  
55 Mark Lane  
London EC3R 7NE

**Faraday Reinsurance Co. Limited** is authorised and regulated by the Prudential Regulation Authority ('PRA') and the Financial Conduct Authority ('FCA') as an insurer with registered number 02189462 and may be found on the Financial Services Register at <http://www.fsa.gov.uk/register/home.do>.

## LANGUAGE AND LAW APPLICABLE TO THE CONTRACT

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with **You**, this contract is governed by English law.

This is a legal document and should be kept in a safe place.

Please read the **Policy** and **Schedule** carefully. If they do not meet **Your** needs, return them to **Us** or **Your** broker or agent.

## COMPLAINTS PROCEDURE:

### **If Your Complaint is regarding cover under this policy by Great Lakes Reinsurance (UK) Plc:**

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact the Insurance Broker who arranged this Policy for You.

*Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.*

If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day You should then contact:

The Compliance Officer  
**Great Lakes Reinsurance (UK) PLC**  
Plantation Place,  
30 Fenchurch Street,  
London,  
EC3M 3AJ  
Phone 020 3003 7000  
Fax 020 3003 7010

If You are still dissatisfied then You may also have the right to refer Your complaint to:

**The Financial Ombudsman Service**  
Exchange Tower,  
Harbour Exchange Square,  
London,  
E14 9SR  
Phone 08000 234 567

Further information is available from them on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### **If Your Complaint is regarding cover under this policy by Faraday Reinsurance Co. Limited:**

**Faraday Reinsurance Co. Limited** aims to give its policyholders a high level of service at all times. If there are occasions when they do not meet your standards please contact us at our registered address shown above.

They will handle your complaint as follows:

They will acknowledge your complaint as soon as they receive it and advise you of the name and title of the person who is handling your complaint.

They will deal with your complaint as quickly as possible and provide you with a formal response within eight weeks of receipt of the complaint. If compensation or redress is appropriate They will provide details with our response. If You feel your complaint is not justified full reasons for their decision will be provided to you. If you remain dissatisfied you have the option of contacting the Financial Ombudsman Service. Their address is:

South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0800 023 4567

Our response to your complaint will always provide you with a copy of the Financial Ombudsman Service explanatory leaflet.

## **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

If **Insurers** are not able to meet their liabilities under this **Policy**, **You** may be entitled to compensation from the scheme. This depends on the type of insurance, size of the **Business** and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the **FSCS** ([www.fscs.org.uk](http://www.fscs.org.uk)).

## **IDENTITY OF INSURERS**

Cover for sections 1-8 are provided 100% by **Great Lakes Reinsurance (UK) PLC (CONTRACT NO)**

Cover for section 9 are provided 100% by **Faraday Reinsurance Co. Limited (Contract No.)**

### **Survey and Risk Improvement Requirements:**

If the Insurer(s) carries out a survey of Your premises then you must comply with all of the Risk Improvements required within the timescales specified. If You do not do so then Your cover could be invalidated

## **NOTIFYING A CLAIM**

If you need to report a claim or an incident that may result in a claim please contact your insurance broker in the first instance or Ark Insurance Group on **02476 467611**

## **DATA PROTECTION**

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to the **INSURED**, the **COMPANY** may have access to Personal Data. The **INSURED** warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the **COMPANY** (whether such disclosure is made directly by the **INSURED** to the **COMPANY** or indirectly by the **INSURED** to any agent acting on behalf of the **INSURED** or the **COMPANY**). The **COMPANY** shall be the Data Controller of any Personal Data provided to it.

The **COMPANY** undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the **INSURED**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The **COMPANY** will hold all Personal Data provided to it securely and shall limit access to such Personal Data to those who have a need to see it. The **INSURED** hereby consents to the **COMPANY** sharing any Personal Data provided to it with its group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the **COMPANY** contracts in connection with the contract of insurance between the **INSURED** and the **COMPANY**

The **INSURED** acknowledges that the **COMPANY** may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the PRA or the FCA or any other public body or authority of competent jurisdiction and the insured hereby consents to any such disclosure.

The **INSURED** acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the **COMPANY** sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

## **INTRODUCTION:**

Thank **You** for choosing Ark Insurance Group for Your Pubs and Restaurants insurance. Your **Policy** documents are enclosed.

It is important that **You** read all your documents carefully and let **Your** Insurance Advisor or Broker know immediately if the insurance does not meet **Your** requirements or if any information is inaccurate or incomplete.

**Your** cover is based upon information **You** have provided. If this information is inaccurate or incomplete then **Your Policy** may not be valid

Signed by **Ark Insurance Group**, Oak House, Eastwood Business Village, Harry Weston Road, Coventry CV3 2UB

for and on behalf of the **Insurers** named herein.

### ***THE CONTRACT OF INSURANCE:***

This insurance is effected by **Great Lakes Reinsurance (UK) PLC and/or Faraday Reinsurance Co. Limited** where applicable.

This **Policy** is a legally binding contract of insurance between the **Insurers** and the **Insured**.

### **What forms your contract of insurance:**

- the application for insurance completed by **You** or on **Your** behalf (proposal form or statement of fact),
- any declaration signed by **You** in connection with the above,
- any written information supplied by **You** or on **Your** behalf supplementary to the proposal form or statement of fact,
- any quotation or confirmation of cover letter,
- any document issued setting out any conditions that will apply to **Your Policy**,  
any document stating that this **Policy** of insurance has been issued subject to certain outstanding items and/or actions by **You** or **Great Lakes Reinsurance (UK) PLC and Faraday Reinsurance Co. Limited**
- where applicable, the **Policy**, **Schedule**, specification, endorsements and conditions.

Please refer to the “Definitions” in the **Policy**. These will tell **You** what words have specific meanings, wherever they appear. Where a statute is referred to in this **Policy**, this will also include any later amendments or replacements of it.

## **GENERAL DEFINITIONS**

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the **SCHEDULE** and endorsements and extensions

1. **BUILDINGS** shall mean all **BUILDINGS** including outbuildings landlords fixtures and fittings extensions and annexes adjoining or communicating boundary walls gates fences hedges terraces drives and footpaths
2. **BUSINESS** shall mean as described in the **SCHEDULE** and shall include
  - (i) the ownership repair and maintenance of the **INSUREDS** own **PROPERTY**
  - (ii) the provision and management of canteen social sports and welfare activities for the benefit of the **INSURED** or **EMPLOYEES**
  - (iii) the provision and management of first aid fire security and ambulance services
  - (iv) the performance of private duties carried out by the **INSUREDS EMPLOYEES** with the written consent of the **INSURED** for any director partner or senior official of the **INSURED**and no other business for the purposes of this Insurance
3. **COMPANY** shall mean Faraday Reinsurance Co. Limited
4. **COMPUTER AND ELECTRONIC EQUIPMENT** shall mean all computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment data processing equipment information repository telecommunication equipment computer controlled or programmed machinery equipment capable of processing data and or similar devices whether physically or remotely connected thereto
5. **CYBER VANDAL** shall mean the person or persons whether identified or not responsible for or involved with creating a virus or similar mechanism or a **DENIAL OF SERVICE ATTACK** unauthorized access to or use of **COMPUTER OR ELECTRONIC EQUIPMENT**
6. **DATA** shall mean all information which is
  - (i) electronically stored or
  - (ii) electronically represented or
  - (iii) contained on any current and back-up disks tapes or other materials or devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instructions
7. **DATA STORAGE MATERIALS** shall mean any materials or devices used for the storage or representation of **DATA** including but not limited to disks tapes CD-ROMs DVDs memory sticks memory cards or other materials or devices which may or may not also constitute **COMPUTER OR ELECTRONIC EQUIPMENT**
8. **DECLARED VALUE** shall mean the **INSUREDS** assessment of the cost of reinstatement of the **PROPERTY INSURED** at a level of costs applying at the time that such values are required by the **COMPANY** as the basis for the calculation of the Policy premium (ignoring inflationary factors that may subsequently operate) together with insofar as the insurance by the item provides due allowance for debris removal costs professional fees and additional cost if reinstatement to comply with European Community and Public Authority requirements



9. **DENIAL OF SERVICE ATTACK** (not applicable to the Section 8 - Terrorism Insurance Section) shall mean any actions or instructions with the ability to **DAMAGE** interfere with or otherwise affect the availability of **COMPUTER AND ELECTRONIC EQUIPMENT** or **DATA** including but 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 within between or amongst networks
10. **EMPLOYEE** shall mean
- (a) any person under a contract of service or apprenticeship with the **INSURED**
  - (b)
    - (i) any labour master or labour only sub-contractor or person supplied by any of them
    - (ii) any self-employed person
    - (iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **INSURED**
    - (iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme
- whilst working for the **INSURED** in the course of the **BUSINESS**
11. **FAILURE** shall mean any partial or complete reduction in the
- (a) performance
  - (b) availability
  - (c) functionality
  - (d) the ability to recognise or process any date or time of any
    - (i) **COMPUTER AND ELECTRONIC EQUIPMENT**
    - (ii) electronic means of communication
    - (iii) website
12. **INSURED** shall mean the **INSURED** named in the **SCHEDULE**
13. **LIMIT OF LIABILITY** shall mean the limits of the **COMPANYS** liability as stated in the **SCHEDULE** applicable to the particular item or section
14. **LOSS OF DATA** shall mean physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or **DAMAGE** to **DATA** of whatsoever nature in whole or in part including but not limited to Loss of Data resulting from loss or **DAMAGE** to **COMPUTER AND ELECTRONIC EQUIPMENT** or **DATA STORAGE MATERIALS** including while stored on **DATA STORAGE MATERIALS**
15. **MALICIOUS CONTINGENCY** shall mean
- (a) riot civil commotion strikers locked out workers or persons taking part in labour disturbances
  - (b) malicious persons other than thieves and **CYBER VANDALS**
16. **MONEY** shall mean current
- (a) coin bank and currency notes

- (b) postal and money orders bankers drafts cheques and giro cheques
  - (c) crossed warrants bills of exchange and securities for money
  - (d) postage revenue national insurance and holiday with pay stamps
  - (e) national insurance and holiday with pay cards national savings certificates war bonds premium savings bonds and franking machine impressions
  - (f) credit company sales vouchers luncheon vouchers trading stamps gift tokens and consumer redemption vouchers
  - (g) VAT invoices
17. **OFFSHORE** shall mean from the moment in time that an **EMPLOYEE** shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **EMPLOYEE** shall disembark from any conveyance onto land upon their return from any offshore installation
  18. **OCCURRENCE** shall mean any one loss or series of losses consequent upon or attributable to one source or original cause
  19. **PERIOD OF INSURANCE** shall mean from the effective date until the expiry date shown in the **SCHEDULE** and any subsequent period for which the **COMPANY** accept payment for renewal of this Policy
  20. **PREMISES** shall mean the premises as stated in the **SCHEDULE**
  21. **PROPERTY** shall mean material property
  22. **PROPERTY INSURED** shall mean **PROPERTY INSURED** as detailed in the **SCHEDULE**
  23. **PROPOSAL** shall mean any information provided by the **INSURED** in connection with the **BUSINESS**
  24. **SCHEDULE** shall mean the document which specifies details of the **INSURED** the **PREMISES** the **BUSINESS** the **PROPERTY INSURED** the **SUMS INSURED** and **LIMITS OF LIABILITY** and any **EXCESS** or **EXCESSES** additional clauses endorsements and other terms and conditions applying to the Policy
  25. **STOCK IN TRADE** shall mean **STOCK IN TRADE** belonging to the **INSURED** or held by the **INSURED** in trust for which the **INSURED** are responsible
  26. **SUM(S) INSURED** shall mean the **SUM(S) INSURED** as stated in the **SCHEDULE** applicable to the particular item or Section
  27. **TENANTS IMPROVEMENTS** shall mean tenants alterations improvements and decorations owned by the **INSURED** or for which the **INSURED** are responsible
  28. **TERRORISM** shall mean any act whether involving violence or the use of force or not or the threat or the preparation 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) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a Section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives

29. **TRADE CONTENTS AND MACHINERY AND PLANT** shall mean machinery and plant and all other contents belonging to the **INSURED** or held in trust for which the **INSURED** are responsible at the **PREMISES**
30. **UNOCCUPIED** shall mean **BUILDINGS** that are empty untenanted no longer in active use or not occupied for a period of 30 consecutive days
31. **VIRUS OR SIMILAR MECHANISM** shall mean any program code programming instruction or any set of instructions with the ability to **DAMAGE** interfere with or otherwise adversely affect **COMPUTER AND ELECTRONIC EQUIPMENT** or **DATA** whether involving self-replication or not including but not limited to trojan horses worms and logic bombs

## **SECTION 1 – PROPERTY DAMAGE**

### **SECTION DEFINITIONS**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section (also refer to the general definitions at the front of this Policy document)

1. **DAMAGE** shall mean accidental direct physical loss or destruction of or **DAMAGE** to the **PROPERTY INSURED**
2. **DEFINED CONTINGENCY** shall mean
  - (a) fire
  - (b) lightning or earthquake
  - (c) explosion
  - (d) aircraft and other aerial devices or articles dropped from them
  - (e) riot civil commotion strikers locked out workers or persons taking part in labour disturbances
  - (f) malicious persons other than thieves
  - (g) storm or flood
  - (h) escape of water from any tank apparatus or pipe
  - (i) falling trees
  - (j) impact
  - (k) escape of fuel from any fixed oil heating installation.
  - (l) theft or attempted theft
  - (m) breakage of glass
  - (n) subsidence landslip or heave
3. **GLASS EXCESS** shall mean the amount or amounts shown in the **SCHEDULE** which the **COMPANY** will deduct from each and every claim and will be deducted after the application of average - see General Condition 1  
  
The **INSURED** will repay any such amount paid by the **COMPANY**
4. **LOSS OF RENT PAYABLE** shall mean the amount payable for tenancies and other charges rendered in the course of the **BUSINESS** at the **PREMISES**
5. **PROPERTY DAMAGE EXCESS** shall mean the amount or amounts shown in the **SCHEDULE** which the **COMPANY** will deduct from each and every claim and will be deducted after the application of average - see General Condition 1  
  
The **INSURED** will repay any such amount paid by the **COMPANY**

6. **SUBSIDENCE EXCESS** shall mean the amount or amounts shown in the **SCHEDULE** which the **COMPANY** will deduct from each and every claim and will be deducted after the application of average - see General Condition 1

The **INSURED** will repay any such amount paid by the **COMPANY**

7. **TERRITORIAL LIMITS** shall mean Great Britain Northern Ireland the Channel Islands and the Isle of Man

## **THE INSURANCE**

The **COMPANY** will indemnify the **INSURED** in respect of **DAMAGE** occurring during the **PERIOD OF INSURANCE** at the **PREMISES**

The **SUM INSURED** under each item other than items applying solely to fees rent removal of debris private dwelling houses churches or building in the course of erection is separately subject to average - see General Condition 1

The maximum the **COMPANY** will pay under this Section in any one **PERIOD OF INSURANCE** will not exceed

- (1) the **SUM INSURED** on each item  
or
- (2) the total **SUM INSURED**  
or
- (3) any other maximum amount payable or **LIMIT OF LIABILITY** specified in the **SCHEDULE**

## **SECTION EXCEPTIONS**

The **COMPANY** shall not indemnify the **INSURED** in respect of

1. **DAMAGE** caused by or consisting of
  - (a) an existing or hidden defect in the **PROPERTY INSURED**
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water level
  - (d) faulty design of the **PROPERTY INSURED** or faulty materials used in its construction
  - (e) faulty workmanship operating error or omission by the **INSURED** or any **EMPLOYEE**
  - (f) the bursting of
    - (i) a boiler
    - (ii) other equipment

not being used for domestic purposes where the internal pressure is due to steam only and belongs to the **INSURED** or is under the control of the **INSURED**

However the **COMPANY** will indemnify the **INSURED** in respect of any subsequent **DAMAGE** which results from fire or explosion not otherwise excluded

**2. DAMAGE** caused by or consisting of

- (a)
  - (i) corrosion rust or rot
  - (ii) shrinkage evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus
- (b) change in
  - (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture or finish
- (c) nipple or joint leakage or failure of welds
- (d) cracking fracturing collapse or overheating of a boiler vessel machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) mechanical or electrical breakdown of the **PROPERTY INSURED**

However the **COMPANY** shall indemnify the **INSURED** in respect of

- (i) **DAMAGE** not otherwise excluded which itself results from a **DEFINED CONTINGENCY** or any other accidental cause
- (ii) any subsequent **DAMAGE** which itself results from a cause not otherwise excluded

**3. DAMAGE** caused by pollution or contamination

However the **COMPANY** shall indemnify the **INSURED** in respect of **DAMAGE** not otherwise excluded to **PROPERTY INSURED** caused by

- (a) pollution or contamination which results from a **DEFINED CONTINGENCY**
- (b) a **DEFINED CONTINGENCY** which results from pollution or contamination

**4. DAMAGE** caused by or consisting of

- (a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or escape of water from any tank apparatus or pipe
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty

- (d) (i) disappearance
- (ii) unexplained or inventory shortage
- (iii) misfiling misplacing of information or clerical error

5. **DAMAGE** to a structure caused by its own collapse or cracking

However the **COMPANY** shall indemnify the **INSURED** in respect of such **DAMAGE** if it results from a **DEFINED CONTINGENCY** and is not otherwise excluded

6. **DAMAGE** to

- (a) gates
- (b) fences
- (c) moveable property in the open or in open sided buildings which do not incorporate foundations below ground level by
  - (i) wind
  - (ii) rain hail sleet or snow
  - (iii) flood
  - (iv) dust

7. (a) **DAMAGE** to the **PROPERTY INSURED** from its undergoing any process involving the application of heat
- (b) **DAMAGE** to that portion of the **PROPERTY INSURED** caused by its own self ignition leakage of electricity short circuiting or over-running
- (c) **DAMAGE** to the **PROPERTY INSURED** resulting from its undergoing any process of
- (i) production or packaging
  - (ii) treatment testing or commissioning
  - (iii) servicing or repair

However the **COMPANY** shall indemnify the **INSURED** in respect of such **DAMAGE** if it is caused by fire or explosion and is not otherwise excluded

8. **DAMAGE** while any building is **UNOCCUPIED**

However the **COMPANY** will indemnify the **INSURED** in respect of such **DAMAGE** if it is caused by fire or explosion subject to Condition Precedent 6

9. **DAMAGE** to

- (a) glass
- (b) china earthenware marble or other fragile objects (not including **STOCK IN TRADE**)

10. **DAMAGE** in respect of

- (a) vehicles licensed for road use including accessories on or attached to them
- (b) caravans or trailers
- (c) railway locomotives or rolling stock
- (d) watercraft or aircraft
- (e) property in the course of construction including materials for use in the construction
- (f) land roads or pavements piers jetties bridges culverts or excavations
- (g) livestock
- (h) growing crops or trees

However the **COMPANY** shall indemnify the **INSURED** in respect of **DAMAGE** to **PROPERTY** described in (a) to (f) above inclusive if the **PROPERTY** is specifically stated as insured in the **SCHEDULE** and the **DAMAGE** is not otherwise excluded

**12. DAMAGE** more specifically insured by the **INSURED** or on the **INSUREDS** behalf

**13. consequential loss or DAMAGE** of any kind

However the **COMPANY** shall indemnify the **INSURED** in respect of **LOSS OF RENT RECEIVABLE** when cover is specified in the **SCHEDULE** and the **DAMAGE** is not otherwise excluded

**14. DAMAGE** by pressure waves from aircraft or other devices

**15. the PROPERTY DAMAGE EXCESS** stated in the **SCHEDULE**

**DAMAGE** caused by malicious persons other than thieves riot civil commotion strikers locked out workers or persons taking part in labour disturbances arising from

- (a) confiscation requisition or destruction by order of any public authority
- (b) locked out workers strikers or persons taking part in labour disturbances

**16. DAMAGE** caused by theft or attempted theft

- (a) not involving forcible or violent entry to or exit from the **PREMISES**
- (b) in any part of the **PREMISES** not occupied by the **INSURED** in connection with the **BUSINESS**
- (c) in yards open sided buildings outbuildings compounds or other open spaces unless specifically mentioned in the **SCHEDULE**
- (d) while the **PREMISES** are **UNOCCUPIED**
- (e) where the **INSURED** the **INSUREDS** partners directors or any member of the **INSUREDS** household is involved as principal or accessory
- (f) caused by any person lawfully in the **PREMISES**

## **SECTION EXTENSIONS**



## 1. **GLASS EXTENSION**

The **COMPANY** shall indemnify the **INSURED** in respect of

- (a) breakage (including the cost of boarding up) of glass at the **PREMISES**
- (b) (i) **DAMAGE** at the **PREMISES** to
  - a) contents of display windows
  - b) window and door frames
  - c) Canopies, Signs & Sanitary ware
- (ii) the cost of removing and reinstating obstructions to replacing glass
- (iii) the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on the glass

The maximum that the **COMPANY** will pay in respect is £2,500 any one loss unless specifically stated otherwise in the **SCHEDULE**

The **COMPANY** shall not indemnify the **INSURED** in respect of

- (c) breakage of glass in
  - (i) light fittings
  - (ii) vehicles
  - (iii) vending machines
  - (iv) **STOCK IN TRADE**
- (d) breakage of glass
  - (i) while the **PREMISES** are **UNOCCUPIED**
  - (ii) in transit or while being fitted
  - (iii) caused by workmen carrying out alterations or repairs to the **PREMISES**
- (e) **DAMAGE** to glass caused by
  - (i) scratching
  - (ii) gradual deterioration or wear and tear
  - (iii) change in colour or finish
- (f) the **GLASS EXCESS** as stated in the **SCHEDULE**

## 2. **SUBSIDENCE EXTENSION**

Applicable only if stated in the **SCHEDULE**

The **COMPANY** shall indemnify the **INSURED** in respect of **DAMAGE** to the **PROPERTY INSURED** at the **PREMISES** caused by subsidence or ground heave of the site of the **PROPERTY INSURED** or landslip

The **COMPANY** shall only indemnify the **INSURED** in respect of **DAMAGE** to

- (a) forecourts car parks driveways footpaths swimming pools terraces or patios
- (b) walls gates hedges or fences

if

- (i) such **PROPERTY** is specifically insured by this Section

and

- (ii) **DAMAGE** also occurs to the **BUILDINGS** to which such **PROPERTY** applies and that **BUILDING** is insured by this Section.

The **COMPANY** will not indemnify the **INSURED** in respect of

- (1) **DAMAGE** caused by
  - (i) collapse cracking shrinking or settlement of any building
  - (ii) coastal or river erosion
  - (iii) defective design or inadequate construction of foundations
  - (iv) demolition structural alteration or repair
  - (v) settlement or movement of made up ground
- (2) **DAMAGE** as a result of movement of solid floor slabs.

However the **COMPANY** will indemnify the **INSURED** if there is **DAMAGE** to the foundations beneath the exterior walls of the **PREMISES** at the same time

- (3) the **SUBSIDENCE EXCESS** stated in the **SCHEDULE**

## **SECTION CLAUSES**

### **1. AUTOMATIC REINSTATEMENT OF SUM INSURED**

The **SUMS INSURED** stated in the **SCHEDULE** will not be reduced by the amount of any claim unless the **COMPANY** or the **INSURED** give notice to the contrary

### **2. CONSTRUCTION HEATING AND OCCUPATION OF THE BUILDINGS**

Unless otherwise stated in the **SCHEDULE** the **BUILDINGS** are

- (a) constructed of brick stone or concrete or other non-combustible materials
- (b) roofed with slates tiles concrete metal or asbestos
- (c) heated by

- (i) low pressure hot water or steam
- (ii) oil fired space heaters fed from a fuel tank in the open
- (iii) overhead gas or electrical appliances

### 3. TRANSFER OF INTEREST

If at the time of **DAMAGE** to **BUILDINGS** insured under this Section the **INSURED** have entered into a contract to sell the **INSUREDS** interest in it but

- (a) the contract has not yet been completed  
and
- (b) the **BUILDINGS** have not yet been insured by or on behalf of the purchaser  
and
- (c) the purchase is subsequently completed

The **COMPANY** shall indemnify the purchaser to the extent that this Section insures that **BUILDINGS** for a period of up to 12 months from the date of the loss

This will not affect either the **INSUREDS** or the **COMPANYS** rights and liabilities up to the date of completion of the purchase

### 4. BASIS OF CLAIM SETTLEMENT – REINSTATEMENT

Unless otherwise stated in the **SCHEDULE** in the event of **DAMAGE** the basis upon which the **COMPANY** will calculate the amount the **COMPANY** will pay for any claim will be the reinstatement of the **PROPERTY INSURED** lost destroyed or damaged subject to the following conditions

- (a) If **PROPERTY INSURED** other than **STOCK IN TRADE** or motor vehicles or pedal cycles or personal items is lost or destroyed the **COMPANY** will pay for its rebuilding or replacement by similar **PROPERTY** in a condition as good as but not better than or more extensive than its condition when new

If such **PROPERTY INSURED** is only partially destroyed the **COMPANY** will pay for the replacement or repair of the damaged portion to a condition as good as but not better or more extensive than its condition when new

However the **COMPANY** will not pay more than the **COMPANY** would have done if the **PROPERTY INSURED** had been completely destroyed

- (b) The **PROPERTY INSURED** may be replaced on another site and in a manner suitable to the **INSUREDS** needs but this must not increase the **COMPANYS** liability
- (c) All work must begin and be carried out as quickly as possible
- (d) If at the time of rebuilding or replacement 85% of what it would have cost to replace the whole of the **PROPERTY INSURED** under that item is greater than the **SUM INSURED** at the time the **DAMAGE** occurred the **INSURED** will be liable to bear a rateable share of the loss
- (e) The **COMPANY** will not pay under this clause

- (i) until the **INSURED** have incurred the cost of replacing or repairing the **PROPERTY INSURED**
  - (ii) if the **INSURED** or someone acting on the **INSURED'S** behalf have insured the **PROPERTY** under another Policy which does not have a similar basis of reinstatement
  - (iii) if the **INSURED** do not comply with any of the terms of this clause.
- (f) The **COMPANY** shall indemnify the **INSURED** in respect of **LOSS OF RENT PAYABLE** as insured under this Section resulting from the **BUILDING** or any part of the **BUILDING**
- (i) generating the rent received
  - or
  - (ii) for which rent is payable being made unfit for the **BUSINESS** due to **DAMAGE** insured by this Section

The maximum amount that the **COMPANY** will pay the **INSURED** under this clause will be the proportion of the **SUM INSURED** which equals but does not exceed the proportion of the period of rent insured necessary to make the **BUILDING** fit for occupation

## 5. PROFESSIONAL FEES

The **SUM INSURED** for each **BUILDINGS** and **TRADE CONTENTS AND MACHINERY AND PLANT** item includes an amount for professional fees necessarily incurred in reinstating or repairing the **PROPERTY INSURED** following **DAMAGE** caused by this Section

The **COMPANY** shall not indemnify the **INSURED** in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim

## 6. DEBRIS REMOVAL

The **SUM INSURED** for each item other than **LOSS OF RENT PAYABLE** if insured includes costs and expenses the **INSURED** incur with the consent of the **COMPANY** for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the **PROPERTY INSURED** which have suffered **DAMAGE** insured under this Section

The **COMPANY** shall not indemnify the **INSURED** in respect of costs and expenses

- (i) incurred in removing debris from anywhere other than the site of the **DAMAGE** and the area immediately adjacent to it
- (ii) arising from pollution or contamination of **PROPERTY** not insured by this Section
- (iii) more specifically insured.

The maximum the **COMPANY** shall indemnify the **INSURED** for costs and expenses in respect of **STOCK IN TRADE** is £10,000 or 15% of the **STOCK IN TRADE SUM INSURED** whichever is the greater

#### 7. **TEMPORARY REMOVAL FOR CLEANING OR RENOVATION**

The **COMPANY** shall indemnify the **INSURED** in respect of **DAMAGE** to the **PROPERTY INSURED** other than **STOCK IN TRADE** or **COMPUTER AND ELECTRONIC EQUIPMENT** while temporarily removed for cleaning or renovation or repair to

- (a) another part of the **PREMISES**
- (b) to any other premises in the **TERRITORIAL LIMITS**

The maximum amount the **COMPANY** shall indemnify is 10% of the **SUM INSURED** for each item insured

The **COMPANY** shall not indemnify the **INSURED** in respect of

- (i) property insured elsewhere
- (ii) property removed for more than 30 consecutive days
- (iii) **DAMAGE** occurring to any motor vehicle or motor chassis licensed for normal road use

#### 8. **TEMPORARY REMOVAL - DOCUMENTS AND COMPUTER SYSTEM RECORDS**

Where any item under this Section includes documents and computer systems records the **COMPANY** will indemnify the **INSURED** in respect of **DAMAGE** insured by this Section to such **PROPERTY INSURED** while temporarily removed to any premises not occupied by the **INSURED** in the **TERRITORIAL LIMITS**

The maximum amount the **COMPANY** shall indemnify the **INSURED** is 10% of the **SUM INSURED** for each item insured

#### 9. **UNDERGROUND SERVICES**

Where the **COMPANY** provide indemnity in respect of the **BUILDINGS** or the **INSURED** are liable as tenant the **COMPANY** shall indemnify the **INSURED** in respect of accidental **DAMAGE** to underground

- (a) pipes
- (b) cables

which extend from the **BUILDINGS** to the public mains

The **COMPANY** shall not indemnify the **INSURED** in respect of

- (i) the cost of maintenance
- (ii) **DAMAGE** caused by
  - (a) (1) gradual deterioration or wear and tear
  - (2) corrosion rust rot or fungus
  - (3) vermin or insects

- (4) atmospheric or climactic conditions
- (5) normal settlement or shrinkage
- (b) faulty workmanship defective design or the use of defective materials

**10. LOSS OF METERED WATER**

The **COMPANY** will pay for charges for which the **INSURED** are responsible if water is accidentally discharged from a metered water system providing service to the **PREMISES**

The maximum amount that the **COMPANY** shall indemnify the **INSURED** in respect of any one claim is £2,500

**11. ALL OTHER CONTENTS**

This term includes

- (a) documents manuscripts and business books
- (b) computer systems records
- (c) patterns models moulds plans and designs

but only for

- (i) the value of the materials
- (ii) the cost of labour and computer time spent in reproducing them

The maximum amount the **COMPANY** shall indemnify the **INSURED** in respect of computer systems records is £1,000

The **COMPANY** shall not indemnify the **INSURED** for

- (1) expenses in connection with producing information to be recorded
- (2) the value to the **INSURED** of any information lost
- (d) personal belongings pedal cycles tools and instruments belonging to the **INSURED** or any of the **INSURED** directors **EMPLOYEES** customers or visitors but only if they are not more specifically insured

The maximum the **COMPANY** shall indemnify in respect of any one persons property is £500 any one claim and in the aggregate

- (e) rare books or works of art

the maximum amount the **COMPANY** shall indemnify the **INSURED** in respect of any one article is £500 any one article and £1,000 any one claim and in the aggregate

- (f) wines spirits cigarettes and tobacco held for the **INSUREDS** own private entertainment purposes

the maximum the **COMPANY** shall indemnify the **INSURED** is £500 any one claim and in the aggregate

- (g) trade samples held at the **PREMISES**

the maximum amount the **COMPANY** shall indemnify the **INSURED** is £500 any one claim and in the aggregate

## 12. **EUROPEAN UNION AND PUBLIC AUTHORITIES INCLUDING UN DAMAGE PORTIONS**

Following **DAMAGE** as insured under this Section to any item on **BUILDINGS** or **TENANTS IMPROVEMENTS** or **TRADE CONTENTS AND MACHINERY AND PLANT** the **COMPANY** will pay the additional cost of reinstating the **PROPERTY INSURED** including damaged portions necessary to comply with any

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority

in force at the time of the **DAMAGE**

The **COMPANY** shall not indemnify the **INSURED** in respect of

- (i) costs incurred
  - (1) in respect of **DAMAGE** not insured by this Section
  - (2) where notice was served on the **INSURED** before the **DAMAGE** occurred
  - (3) where an existing requirement must be completed within a stipulated period
  - (4) in respect of property or parts of the **PROPERTY INSURED** which have not suffered **DAMAGE**
- (ii) any charge or assessment arising from capital appreciation following compliance with this legislation

The reinstatement of the **PROPERTY INSURED**

- (1) must begin and be carried out as quickly as possible
- (2) may be carried out on another site and in a manner suitable to the **INSURED'S** needs but this must not increase the **COMPANY'S** liability

The maximum the **COMPANY** will pay under this clause in respect of

- (3) **PROPERTY INSURED** which has suffered **DAMAGE** is the **SUM INSURED**
- (4) undamaged portions of **PROPERTY INSURED** other than foundations but including water supply equipment is 15% of the amount the **COMPANY** would have been liable to pay if the **PROPERTY INSURED** by the item at the **PREMISES** where **DAMAGE** occurred had been completely destroyed

## 13. **CAPITAL ADDITIONS**

The insurance shall extend to cover

- (a) any newly acquired and or newly erected **BUILDINGS** in course of erection (excluding any property for which a building contractor is responsible) and **TRADE CONTENTS MACHINERY AND PLANT** insofar as the same are not otherwise insured

and

- (b) alterations additions and improvements to **BUILDINGS** and **TRADE CONTENTS AND MACHINERY AND PLANT** but not in respect of any appreciation in value

anywhere in the **TERRITORIAL LIMITS** provided that

- (c) at any one situation this cover shall not exceed
  - (i) 10% of the total **BUILDINGS** and **TRADE CONTENTS AND MACHINERY AND PLANT SUM INSURED** by this Section
  - or
  - (ii) £250,000whichever is lower
- (d) the **INSURED** shall declare to the **COMPANY** the date and value of such capital additions alterations additions and improvements and newly acquired and or newly erected **BUILDINGS** at intervals of not more than 6 months and shall pay an appropriate additional premium from the time such cover applies

#### 14. **LIMIT OF LIABILITY**

The maximum the **COMPANY** will pay under this Section will not exceed

- (a) the **SUM INSURED** on each item
- or
- (b) the total **SUM INSURED**
- or
- (c) any other maximum amount payable or **LIMIT OF LIABILITY** specified in the **SCHEDULE**

#### 15. **CHANGE OF OCCUPANCY**

The **INSURED** must tell the **COMPANY** immediately if

- (a) any **BUILDING** stated in the **SCHEDULE** becomes **UNOCCUPIED**
- (b) any **UNOCCUPIED BUILDING** stated in the **SCHEDULE** or any part of it becomes occupied

#### 16. **CONTRACT SALE PRICE**

If goods sold but not delivered for which the **INSURED** are responsible suffer **DAMAGE** insured by this Section and because of this the contract of sale is cancelled under the conditions of sale the **COMPANYS** liability will be on the basis of the contract price for the goods which have suffered **DAMAGE**

any calculation for the purpose of average will be on the basis of the contract price for all goods sold but not delivered whether suffering **DAMAGE** or not

#### 17. **CUSTOMERS GOODS**

The **STOCK IN TRADE** items stated in the **SCHEDULE** extend to include



- (a) customers goods
- (b) goods for which the **INSUREDS** customers are legally responsible

while these goods are temporarily in the **INSUREDS** custody or control and for which the **INSURED** have accepted responsibility but only to the extent they are not more specifically insured

#### 18. **DESCRIPTION OF PROPERTY**

In determining the item under which property is insured the **COMPANY** will accept the description given in the **INSUREDS** business records

#### 19. **DRAINS**

The **SUM INSURED** for each **BUILDINGS** and **TRADE CONTENTS AND MACHINERY AND PLANT** item extends to include an amount necessarily and reasonably incurred by the **INSURED** and which the **COMPANY** agree to for cleaning and or clearing of

- (a) drains
- (b) sewers
- (c) gutters

for which the **INSURED** are responsible following **DAMAGE** insured by this Section

#### 20. **FIRE EXTINGUISHING EXPENSES**

The **COMPANY** shall indemnify the **INSURED** in respect of costs and expenses incurred in refilling recharging or replacing any

- (a) portable fire extinguishing appliance
- (b) local fire suppression system
- (c) fixed fire suppression system
- (d) sprinkler installation
- (e) sprinkler heads

as a result of **DAMAGE** as insured by this Section

The **COMPANY** shall not indemnify the **INSURED** in respect of any costs and expenses recoverable from the maintenance company or fire service

If in relation to any claim the **INSURED** have failed to fulfill the following condition the **INSURED** will lose the right to indemnity or payment for that claim

The **INSURED** must maintain all such equipment in accordance with the manufacturers instruction under contract with a company which is acceptable to the **COMPANY**

The maximum amount the **COMPANY** will pay in respect of any one claim is £2,500

#### 21. **SUBROGATION WAIVER**

In the event of a claim arising under this Section the **COMPANY** agree to waive any rights remedies or relief to which the **COMPANY** may be entitled by subrogation against

- (a) any company whose relationship to the **INSURED** is either a parent to subsidiary or subsidiary to parent
- (b) any company which is a subsidiary of a parent company of which the **INSURED** are a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order current at the time of the **DAMAGE**

## 22. **WORKMEN**

Repairs and minor structural alterations may be carried out at the **PREMISES** without affecting the insurance provided

## 23. **NON-INVALIDATION**

The insurance by this Section will not be invalidated by any unintentional or inadvertent

- (a) act
  - or
- (b) omission
  - or
- (c) alteration

unknown to the **INSURED** which increased the risk of **DAMAGE**

However the **INSURED** must

- (i) notify the **COMPANY** immediately the **INSURED** become aware of any such act omission or alteration
- (ii) rectify the act omission or alteration immediately where practical to do so
- (iii) pay any additional premium required

## 24. **DAY ONE (NON ADJUSTABLE)**

For each item of **PROPERTY INSURED** to which this clause applies (as stated in the **SCHEDULE**)

- (a) the first and annual premiums are based upon the **DECLARED VALUE** as stated in the **SCHEDULE**

**DECLARED VALUE** in this instance shall mean

The **INSUREDS** assessment of the cost of reinstatement of the **PROPERTY INSURED** arrived at in accordance with paragraph (1) of Clause 4 - Basis of Settlement - Reinstatement at the level of costs applying at the start of the **PERIOD OF INSURANCE** (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (i) the additional cost of reinstatement to comply with any
  - (1) European Union Legislation

- (2) Act of Parliament
- (3) Bye-Laws of any public authority

in force at the time of the **DAMAGE**

- (ii) professional fees
- (iii) debris removal costs

The **DECLARED VALUE** incorporated in each item is stated in the **SCHEDULE**

- (b) The **INSURED** must notify the **COMPANY** of the **DECLARED VALUE** at the start of each **PERIOD OF INSURANCE**

If the **INSURED** fail to notify the **COMPANY** of the **DECLARED VALUE** at the start of any **PERIOD OF INSURANCE** the **COMPANY** will use the last **DECLARED VALUE** notified to the **COMPANY** for the following **PERIOD OF INSURANCE**

- (c) Paragraphs (d) and (e) of Clause 4 Basis of Settlement - Reinstatement are restated as follows

- (d) if at any time of the **DAMAGE** the **DECLARED VALUE** is less than the cost of reinstatement of the **PROPERTY INSURED** arrived at in accordance with paragraph (1) of this Clause at the start of the **PERIOD OF INSURANCE** the **COMPANYS** liability for any **DAMAGE** will be limited to that proportion which the **DECLARED VALUE** bears to the cost of reinstatement of the **PROPERTY INSURED** arrived at in accordance with paragraph (1) of this Clause

- (e) The **COMPANY** will not pay under this Clause

- (i) until the **INSURED** have incurred the cost of replacing or repairing the **PROPERTY INSURED**
- (ii) if the **INSURED** or someone acting on the **INSUREDS** behalf have insured the **PROPERTY INSURED** under another Policy which does not have the same basis of reinstatement
- (iii) if the **INSURED** do not comply with any of the provisions of this Clause

However the **SUMS INSURED** will be limited to 115% of the **DECLARED VALUE** stated in the **SCHEDULE**

- (d) The maximum the **COMPANY** shall indemnify the **INSURED** in respect of each separate location subject to this clause is as stated in the **SCHEDULE**

## 25. THEFT DAMAGE TO BUILDINGS

The **COMPANY** shall indemnify the **INSURED** in respect of **DAMAGE** to **BUILDINGS** at the **PREMISES** for which the **INSURED** are responsible by

- (a) theft or attempted theft involving entry to or exit from **BUILDINGS** by forcible and violent means
- or
- (b) theft involving violence or threat of violence to the **INSURED** or the **INSURED** partners directors or **EMPLOYEES**

The **COMPANY** shall not indemnify the **INSURED** in respect of

1. **DAMAGE**

- (i) caused to any **PROPERTY** other than **BUILDINGS**
- (ii) caused by any person lawfully in the building
- (iii) while the building is **UNOCCUPIED**
- (iv) more specifically insured

2. the **PROPERTY DAMAGE EXCESS** stated in the **SCHEDULE**

26. **72 HOUR CLAUSE**

**DAMAGE** caused by **DEFINED CONTINGENCY** g) Storm or Flood in any one period of 72 consecutive hours during any one **PERIOD OF INSURANCE** shall constitute one **OCCURRENCE** for the purposes of this Section

27. **CHANGING LOCKS**

The **COMPANY** shall indemnify the **INSURED** in respect of the cost of changing locks at the **PREMISES** following loss of keys including safe keys by theft or attempted theft from

- (a) the **PREMISES**
- (b) the **INSUREDS** home
- (c) the **INSUREDS** directors homes
- (d) the **INSUREDS EMPLOYEES** homes

or whilst in the **INSUREDS** custody or that of an **EMPLOYEE** following theft involving violence or threat of violence to the **INSURED** or an **EMPLOYEE**

If the keys belong to a safe they must be

- (i) removed from the **PREMISES** overnight
- (ii) kept in a secure place away from the safe when the **INSURED** or an **EMPLOYEE** occupy the **PREMISES**

The maximum the **COMPANY** will pay in respect of any one loss is £1,000 and in the aggregate

28. **SEASONAL INCREASE**

The **COMPANY** will increase the **SUM INSURED** on each item of **STOCK IN TRADE** in the **SCHEDULE** by 30% for the months of October November and December or for any other three month period selected by the **INSURED** and stated in the Schedule and for a period of 14 days preceding any English Bank Holiday.

## **SECTION 2 - MONEY AND ASSAULT**

### **SECTION DEFINITIONS**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the general definitions at the front of this Policy document)

1. **BODILY INJURY** shall mean **BODILY INJURY** by violent and visible means which directly and independently of any other cause results in death or disablement
2. **BUSINESS HOURS** shall mean the **INSUREDS** normal working hours and any other period during which the **INSURED** or any **EMPLOYEE** entrusted with **MONEY** is on the **PREMISES** in connection with the **BUSINESS**
3. **INSURED PERSON** shall mean the **INSURED** or the **INSUREDS** directors principals or **EMPLOYEES** aged over 16 years of age
4. **LOSS OF LIMB** shall mean
  - (1) severance at or above the wrist or ankle
  - or
  - (2) total and permanent loss of use of a hand arm foot or leg
5. **MONEY EXCESS** shall mean the amount or amounts shown in the **SCHEDULE** which the **COMPANY** will deduct from each and every claim and will be deducted after the application of average - see General Condition 1  
  
The **INSURED** will repay any such amount paid by the **COMPANY**
6. **TERRITORIAL LIMITS** shall mean Great Britain Northern Ireland the Channel Islands and the Isle of Man

### **THE INSURANCE - MONEY**

The **COMPANY** will indemnify the **INSURED** in respect of

- (1) loss of **MONEY** up to the Limit Any One Loss stated in the **SCHEDULE** which
  - (a) belongs to the **INSURED**
  - or
  - (b) the **INSURED** are responsible for in connection with the **BUSINESS** while
    - (i) in transit
    - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
    - (iii) on contract sites while the **INSURED** or the **INSUREDS EMPLOYEES** are working there

- (iv) on the **PREMISES**
  - (v) at the **INSUREDS** home or that of the **INSUREDS** directors principals or **EMPLOYEES**
  - (vi) in a bank night safe until removed by the bank
- (2) the cost of replacement or repair following loss of or damage to any
- (a) safe or strongroom
  - (b) any case bag or waistcoat used for carrying **MONEY**
- following theft or attempted theft of **MONEY**
- (3) loss of or damage to clothing and personal belongings owned by the **INSURED** the **INSUREDS** directors principals or **EMPLOYEES** up to a limit of £500 per person following theft or attempted theft of **MONEY** involving violence or threat of violence occurring during the **PERIOD OF INSURANCE**

## **SPECIFICATION - MONEY**

### **1. ITEM 1 – NON NEGOTIABLE MONETARY INSTRUMENTS**

Cards or crossed cheques or crossed giro cheques or crossed money orders or crossed postal orders or crossed bankers drafts or crossed warrants or national savings certificates or premium savings bonds or franking machine impressions or postage and revenue stamps or luncheon vouchers or consumer redemption vouchers or trading stamps or gift tokens or credit company sales vouchers or VAT invoices

#### **Limit Any One Loss**

£100,000

### **2. ITEM 2 – MONEY OTHER THAN DESCRIBED IN ITEM 1**

- (a) in transit or in a bank night safe until removed by a bank official

#### **Limit Any One Loss**

£3,000 (unless otherwise stated in the schedule)

- (b) at the **INSUREDS** home or the home of any **EMPLOYEE** or principal

#### **Limit Any One Loss**

£250 (unless otherwise stated in the schedule)

### **3. ITEM 3 – MONEY OTHER THAN DESCRIBED IN ITEM 1**

on the **PREMISES**

- (a) during **BUSINESS HOURS**

#### **Limit Any One Loss**

£3,000 (unless otherwise stated in the schedule)

- (b) contained in an unspecified locked safe outside **BUSINESS HOURS**

**Limit Any One Loss**

£1,000 (unless otherwise stated in the schedule)

- (c) not contained in a locked safe outside **BUSINESS HOURS**

**Limit Any One Loss**

£250

## **SECTION EXCEPTIONS - MONEY**

The **COMPANY** shall not indemnify the **INSURED** in respect of

1. Loss or shortages due to clerical or accounting errors or omissions accountancy depreciation currency fluctuation or consequential loss of any kind
2. Loss due to the dishonesty of the **INSUREDS** principals directors or **EMPLOYEES**
  - (a) not discovered within 7 working days of the loss
  - (b) where a more specific insurance is in force except for any amount in excess of that insurance
3. Loss of **MONEY** from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
4. Loss or damage outside the **TERRITORIAL LIMITS**
5. Loss resulting directly or indirectly from
  - (a) forging
  - (b) fraudulent alteration or substitution
  - (c) fraudulent use of a computer or electronic transfer
6. Loss resulting from use of any form of payment which proves to be
  - (a) counterfeit
  - (b) false
  - (c) invalid
  - (d) uncollectible
  - (e) irrecoverable for any reason
7. the **MONEY EXCESS** stated in the Schedule

## **THE INSURANCE - ASSAULT**

The **COMPANY** will pay compensation to the **INSURED** for **BODILY INJURY** to an **INSURED PERSON** occurring during the **PERIOD OF INSURANCE** caused by theft violence or threat of violence or attempted theft which happens in the course of the **BUSINESS** and directly and independently of any other cause results in any of the following contingencies

- (1) Death - occurring within 24 months of **BODILY INJURY**
- (2) Total and permanent loss of sight in one or both eyes - occurring within 24 months of **BODILY INJURY**
- (3) Loss of one or more limbs - occurring within 24 months of **BODILY INJURY**
- (4) Any other total and permanent disablement which after 24 months of the occurrence prevents the **INSURED PERSON** from pursuing any occupation
- (5) Total disablement which within 24 months of **BODILY INJURY** prevents the **INSURED PERSON** from pursuing their normal occupation
- (6) Partial disablement which within 24 months of **BODILY INJURY** prevents the **INSURED PERSON** from pursuing a substantial part of their normal occupation

## SECTION CLAUSES - ASSAULT

### 1. AMOUNTS PAYABLE

- (a) The **COMPANY** will pay the following compensation

Contingency Number	Compensation
(1)	£20,000 unless otherwise stated on your schedule
(2)	£20,000 unless otherwise stated on your schedule
(3)	£20,000 unless otherwise stated on your schedule
(4)	£20,000 unless otherwise stated on your schedule
(5)	£200 per week unless otherwise stated on your schedule
(6)	£50 per week unless otherwise stated on your schedule

- (b) The **COMPANY** will pay for any one injury
- (i) weekly compensation at 4 weekly intervals
  - (ii) compensation under contingencies (5) and (6) for a maximum of 1 years from the date that the disablement started
  - (iii) Weekly compensation being paid for the same injury will end if the **COMPANY** pay compensation under any of contingencies (1) – (4)
  - (iv) Insurance will end for the **INSURED PERSON** if the **COMPANY** pay compensation under any of contingencies (1) – (4)

### 2. MEDICAL EVIDENCE

- (a) the **COMPANY** may require
- (i) an **INSURED PERSON** to undergo medical examination
- or
- (ii) a post mortem to be carried out
- at the **COMPANYS** expense



- (b) the **INSURED** or the **INSUREDS** legal representative will supply to the **COMPANY** at the **INSUREDS** expense any
  - (i) certificate
  - (ii) information
  - (iii) evidencein the format the **COMPANY** require

## **ADDITIONAL CLAUSES ENDORSEMENTS AND ANY OTHER TERMS AND CONDITIONS**

### **CONDITIONS PRECEDENT**

The following Conditions Precedent are applicable to Section 2 – Money and Assault and should be read in conjunction with the Conditions Precedent applicable to overall Policy

#### **1. RECORDS AND KEY SECURITY**

It is a Condition Precedent to the **COMPANYS** liability that

- (a) The **INSURED** shall keep a complete record of **MONEY** in a secure place other than in a safe or strongroom containing **MONEY**
- (b) outside **BUSINESS HOURS** the safe or strongroom will be kept locked and the keys removed from the **PREMISES** unless the **PREMISES** are occupied by the **INSURED** or any authorised **EMPLOYEE** in which case the keys will be kept in a secure place away from any safe or strongroom
- (c) whenever the **PREMISES** are closed for business or left unattended all security devices to protect the **PREMISES** are properly fitted and put into full operation

#### **2. MONEY IN TRANSIT**

It is a Condition Precedent to the **COMPANYS** liability for **MONEY** (other than defined under Specification - Item 1) in transit that

- (a) it be accompanied by the following number of persons
  - (i) over £2,000 up to £6,000 at least 2 persons
  - (ii) over £6,000 up to £12,000 at least 3 persons
  - (iii) over £12,000 by an approved security company

The **COMPANYS** liability will not exceed the limits stated in the **SCHEDULE**

## **SECTION 3 - PROPERTY IN TRANSIT**

### **SECTION DEFINITIONS**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the general definitions at the front of this Policy document)

1. **DAMAGE** shall mean a loss of or damage to the **PROPERTY INSURED**
2. **PROPERTY IN TRANSIT EXCESS** shall mean the amount or amounts shown in the **SCHEDULE** which the **COMPANY** we will deduct from each and every claim and will be deducted after the application of average - see Policy Condition 1  
  
The **INSURED** will repay any such amount paid by the **COMPANY**
3. **TRANSIT** shall mean the period during which the **PROPERTY INSURED** is
  - (a) conveyed or temporarily housed in or upon **OWN VEHICLES**
  - (b) conveyed by **HAULIERS VEHICLES** or in the control of hauliers or third party carriers
  - (c) loaded onto or unloaded from the mean of conveyance shown in a) or b) aboveanywhere within the **TERRITORIAL LIMITS** including sea and air transits therein
4. **MEANS OF TRANSIT** shall mean as stated in the **SCHEDULE**
5. **OCCURRENCE** shall mean an event or number of events arising from a single cause or occurrence during the **PERIOD OF INSURANCE**
6. **OWN VEHICLE** shall mean any motor vehicle and or trailer and or container which the **INSURED** own or operate
7. **HAULIERS VEHICLE** shall mean any motor vehicle or trailers operated by hauliers and third parties
8. **PERSONAL EFFECTS** shall mean personal possessions excluding cash bank notes credit cards watches and jewellery
9. **PROPERTY INSURED** shall mean general merchandise connected with the **BUSINESS** owned by the **INSURED** or for which the **INSURED** are responsible and detailed in the **SCHEDULE**
10. **TERRITORIAL LIMITS** shall mean Great Britain Northern Ireland the Channel Islands and the Isle of Man

### **THE INSURANCE**

The **COMPANY** shall indemnify the **INSURED** for an **OCCURRENCE** during the **PERIOD OF INSURANCE** in respect of

1. **DAMAGE**
  - (a) while in **TRANSIT** by **MEANS OF TRANSIT** described in the **SCHEDULE** including
    - (i) loading and unloading

- (ii) whilst temporarily stored during **TRANSIT**

The maximum the **COMPANY** will pay in respect of any one **OCCURRENCE** is £2500 unless specifically stated otherwise in the **SCHEDULE**

- (b) to the **INSUREDS** own sheets ropes chains toggles or packing materials while carried on any **OWN VEHICLE** or **HAULIERS VEHICLE**
- (c) to the **INSUREDS** or the **INSUREDS** drivers **PERSONAL EFFECTS** in or from any **OWN VEHICLE**

the maximum the **COMPANY** will pay in respect of any one person for any one **OCCURRENCE** is £250

the **COMPANY** shall not indemnify the **INSURED** or the **INSUREDS** drivers for **DAMAGE** to any item insured by any other insurance Policy

## 2. **DEBRIS REMOVAL**

Costs and expenses incurred by the **INSURED** with the **COMPANYS** consent

- (a) in removing debris
- (b) in site clearance
- (c) for transshipment and recovery charges

following collision overturning or impact of any vehicle with any object to reduce or prevent claims in the **TERRITORIAL LIMITS** in connection with the **BUSINESS**

The maximum the **COMPANY** will pay in respect of any one **OCCURRENCE** is £500

## **EXCEPTIONS**

The **COMPANY** shall not indemnify the **INSURED** in respect of

### 1. **DAMAGE** caused by

- (a) defective or inadequate packing insulation or labelling
- (b) evaporation or ordinary leakage
- (c) vermin wear tear gradual deterioration or contamination
- (d) an existing or hidden defect in the **PROPERTY INSURED**
- (e) delay
- (f) inadequate documentation
- (g) indirect or consequential loss
- (h) the **PROPERTY INSUREDS** own
  - (i) mechanical
  - (ii) electrical

- (iii) electronic
- (iv) electro magnetic  
derangement

2. shortage in weight

3. **DAMAGE** to the **PROPERTY INSURED** caused by deterioration or variation in temperature

However the **COMPANY** will indemnify the **INSURED** if such **DAMAGE** is caused as a result of any vehicle being directly involved in a road traffic accident

4. **DAMAGE** caused by or happening through

- (a) confiscation requisition or destruction by order of any government or any public authority
- (b) riot civil commotion strikes lockouts or labour disturbances

5. **DAMAGE**

- (a) occurring outside the **TERRITORIAL LIMITS**
- (b) not connected with the **BUSINESS**

6. **DAMAGE** in respect of

- (a) audio and visual equipment
- (b) mobile phones
- (c) clocks and watches
- (d) computer hardware and software
- (e) explosives
- (f) furs and curios
- (g) gold and silver articles
- (h) jewellery and precious stones
- (i) living creatures
- (j) **MONEY** and bullion
- (k) non ferrous metals
- (l) rare books and works of art
- (m) tobaccos cigars and cigarettes
- (n) wines and spirits
- (o) securities and bonds

However the **COMPANY** shall indemnify the **INSURED** in respect of **DAMAGE** to such property if

- (i) the property is specifically stated as insured in the **SCHEDULE**  
and
  - (ii) appropriate additional premium paid accordingly  
and
  - (iii) the **DAMAGE** is not otherwise excluded
7. **DAMAGE** caused by theft or attempted theft of the **PROPERTY INSURED** or **PERSONAL EFFECTS** from any unattended vehicle unless such vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and or fences and securely locked gates
8. **DAMAGE** while temporarily stored during transit for periods exceeding 14 consecutive days
9. **PROPERTY** in transit for hire or reward
10. the **PROPERTY IN TRANSIT EXCESS** stated in the **SCHEDULE**

## **SECTION CLAUSES**

### **1. AUTOMATIC REINSTATEMENT**

The **SUM INSURED** stated in the **SCHEDULE** will not be reduced by the amount of any claim unless the **COMPANY** give the **INSURED** or the **INSURED** give the **COMPANY** written notice to the contrary

### **2. BASIS OF CLAIMS SETTLEMENT**

The amount payable shall be the value of the **PROPERTY INSURED** at the time of its **DAMAGE** or at the **COMPANYS** option the reinstatement or replacement of such **PROPERTY** or any part of it

## **ADDITIONAL CLAUSES ENDORSEMENTS AND ANY OTHER TERMS AND CONDITIONS**

### **CONDITIONS PRECEDENT**

The following Conditions Precedent are applicable to Section 3 –Property in Transit and should be read in conjunction with the Conditions Precedent applicable to overall Policy

#### **1. DUE CARE**

It is a Condition Precedent to the **COMPANYS** liability that the **INSURED** must

- (a) only employ drivers with valid UK driving license for the vehicles they operate  
and
- (b) take all reasonable measures to
  - (i) prevent **DAMAGE**

- and
- (ii) secure loads properly
- and
- (iii) maintain the **INSUREDS OWN VEHICLE** in accordance with current law
- and
- (iv) ensure any **OWN VEHICLE** is suitable for the purpose for which it is to be used
- (c) allow the **COMPANY** access to examine any **OWN VEHICLE** which the **INSURED** operate or premises from which **THE INSURED** operate

## **SECTION 4 – FROZEN FOODS**

### **SECTION DEFINITIONS**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the general definitions at the front of this Policy document)

1. **DAMAGE** shall mean loss destruction or damage
2. **FROZEN FOODS EXCESS** shall mean the amount or amounts shown in the **SCHEDULE** which the **COMPANY** will deduct from each and every claim at the **PREMISES** and will be deducted after the application of average – see Policy Condition 1

The **INSURED** will repay any such amount paid by the **COMPANY**

### **THE INSURANCE**

The **COMPANY** will indemnify the **INSURED** in respect of **DAMAGE** occurring during the **PERIOD OF INSURANCE** by deterioration or contamination to food belonging to the **INSURED** or for which the **INSURED** are responsible while contained in any refrigeration unit due to

1. a change in temperature as a result of
  - (a) the breaking distortion or burning out of any part of the
    - (i) unit
    - (ii) unit wiring
    - (iii) supply cable to the unit including the plug and fuse caused by mechanical or electrical defects in the unit while it is being used under normal working conditions
  - (b) failure of temperature controls to operate correctly
  - (c) accidental failure of the public electricity supply but only if this is not deliberately caused by the supply authority
2. accidental leakage of refrigerant or refrigerant fumes from the unit

The maximum the **COMPANY** will pay under this Section will not exceed £2500 any one loss or in the aggregate unless otherwise stated in the **SCHEDULE**

### **SECTION EXCEPTIONS**

The **COMPANY** will not indemnify the **INSURED** in respect of

1. **DAMAGE** caused by
  - (a) wear and tear deterioration or gradually developing flaws or defects in the unit
  - (b) failure to correctly set any temperature controls
2. the failure of refrigeration units which are over 10 years old
3. the **FROZEN FOOD EXCESS** as stated in the **SCHEDULE**

## **SECTION 5 - THEFT BY EMPLOYEE**

(Section applicable only if stated in the **SCHEDULE**)

### **SECTION DEFINITIONS**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the general definitions at the front of this Policy document)

1. **DISCOVERY PERIOD** shall mean the period of 12 months commencing on the date the act or acts of fraud or dishonesty are committed
2. **EMPLOYEE DISHONESTY** shall mean the amount (or amounts) shown in the **SCHEDULE** which the **COMPANY** will deduct from each and every claim
3. **IMPROPER GAIN** shall mean the improper financial benefit to the **EMPLOYEE** or any other person or organisation which does not form part of the **INSURED** but was intended by that **EMPLOYEE** to receive such benefit. **IMPROPER GAIN** does not include the payment of or increase in salaries commissions fees bonuses promotions awards profit sharing pensions or other employee benefits
4. **LIMIT OF INDEMNITY** shall mean the **COMPANYS** maximum liability for **ONE CLAIM** will not exceed the limit stated in the **SCHEDULE** (see Clause 1 – the **COMPANYS** liability)
5. **ONE CLAIM** shall mean shall mean all acts of fraud or dishonesty committed by any one **EMPLOYEE** or **EMPLOYEES** acting in collusion during the whole period that this Section remains in force (See Clause 2 - Non-Accumulation of Liability)
6. **REFERENCES** shall mean written or fully documented verbal references obtained directly from (1) to (5) below for the period of 2 years immediately preceding the commencement of employment of the **EMPLOYEE** with the **INSURED**
  - (1) previous employers in respect of any period(s) of employment confirming the dates and honesty of the **EMPLOYEE**
  - (2) the accountant and one other customer in respect of any period(s) of self employment confirming the dates and honesty of the **EMPLOYEE**
  - (3) the school, college or similar in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the **EMPLOYEE**
  - (4) the Job Centre in respect of any period(s) of unemployment of the **EMPLOYEE**
  - (5) where the **EMPLOYEE** has been discharged from HM Forces the **INSURED** should take a copy of the original discharge papers as evidence of the dates of service.

The maximum gap between two consecutive references without a further reference for the gap should be 28 days.

If the **INSURED** cannot obtain a reference for any period the **INSURED** must obtain evidence of what the **EMPLOYEE** was doing which must not indicate dishonesty (for example for overseas travel the evidence might be a copy of the passport).

7. **THE CONTROLS** shall mean
  - (1) All cheques the **INSURED** issue with a value exceeding £5000 will either be signed by two authorised signatories or by one authorised signatory who has more than a 5% interest or share in



the **INSURED**. All cheque signatories will verify the invoices and any other vouchers against the cheque.

- (2) All **MONEY** received will be paid into the **INSUREDS** bank in full within 3 days of receipt.
- (3) Where credit is allowed statements of account will be issued direct to customers independently of **EMPLOYEES** who receive or collect **MONEY**. If it is not possible to achieve the required independence all amounts more than one month overdue including amounts in suppressed and suspense accounts will be investigated independently or by a person who controls more than a 5% interest or share in the **INSURED**
- (4) At least monthly and independently of the **EMPLOYEES** responsible the **INSUREDS** records of **MONEY** received and expended will be reconciled with bank statements stamped paying-in slips, receipt counterfoils vouchers cash in hand and unrepresented cheques to produce a balance. If it is not possible to achieve the required independence the reconciliation will be checked by an independent person or a person who controls more than a 5% interest or share in the **INSURED**
- (5) Petty cash will be subject to a full reconciliation and balance including a check of the receipts and vouchers at least monthly and independently of the **EMPLOYEES** responsible.
- (6) All stocks will be subject to independent physical checks against verified stock records. The maximum period between any two checks will be six months

## **THE INSURANCE**

The **COMPANY** will indemnify the **INSURED** against direct loss of **MONEY** or other property owned by the **INSURED** which occurs while this Section remains in force arising solely and directly as a result of any acts of fraud or dishonesty by any of the **INSUREDS EMPLOYEES**

- (1) committed while this Section remains in force with the clear intention of making and which result in **IMPROPER GAIN**  
and
- (2) discovered and notified to the **COMPANY** during the **DISCOVERY PERIOD**

The **COMPANY** will also indemnify the **INSURED** up to a maximum for the cost of any professional audit necessarily incurred with the **COMPANYS** written agreement solely to formulate the amount of loss.

## **SECTION EXCEPTIONS**

The **COMPANY** will not indemnify the **INSURED** in respect of and loss caused by or involving any **EMPLOYEE**

- (a) who the **INSURED** do not have the right to supervise and direct
- (b) who at the time of committing any act of fraud or dishonesty controls more than a 5% interest or share in the **INSURED**
- (c) subsequent to discovery by the **INSURED** of actual or suspected dishonesty by the **EMPLOYEE**
- (d) whose normal place of employment is outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
- (e) whom the **INSURED** are unable to identify by name.

- (f) the **EMPLOYEE DISHONESTY EXCESS**
- (g) any loss the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone
- (h) loss of a consequential nature including but not limited to loss of potential income interest and dividends
- (i) penalties and fines
- (j) loss covered by the Section 2 - Money and Assault Section of this Policy

## **SECTION CLAUSES**

### **1. THE COMPANYS LIABILITY**

The **COMPANYS** liability shall not exceed £2500 any one loss and in the aggregate including an amount for auditors fees.

If the **INSURED** are unable to produce **REFERENCES** for every **EMPLOYEE** involved or implicated in a claim the **COMPANY** will not indemnify the **INSURED**

If the **INSURED** have not operated and complied with **THE CONTROLS** the **COMPANY** will not indemnify the **INSURED**

### **2. NON ACCUMULATION OF LIABILITY**

If a claim results from acts of fraud or dishonesty committed in more than one **PERIOD OF INSURANCE** the **COMPANYS** liability does not accumulate. All such acts will form part of **ONE CLAIM** and the most the **COMPANY** will pay for all acts no matter in what **PERIOD OF INSURANCE** they were committed by any one **EMPLOYEE** or **EMPLOYEES** acting in collusion will be as stated in Clause 1 - the **COMPANYS** liability

### **3. REFERENCES**

The **INSURED** should retain **REFERENCES** for all **EMPLOYEES** as the **INSURED** will need to produce them for each **EMPLOYEE** involved or implicated in a claim who was engaged on or after the commencement date of this Section.

### **4. EMPLOYEES PROPERTY**

Any **MONEY** salary bond deposit and other property in the **INSUREDS** possession belonging to or owing to or in respect of an **EMPLOYEE** who is the subject of a claim must be deducted from the amount of the **INSUREDS** claim.

### **5. RECOVERIES**

If any amounts are recovered they will be distributed first to cover the costs of recovery then to the **INSURED** for the amount of the **INSUREDS** loss in excess of the Limit of Indemnity then to the **COMPANY** for the amount paid under the claim and then to the **INSURED** for the **EMPLOYEE DISHONESTY EXCESS**

## **SECTION 6 - BUSINESS MACHINERY ALL RISKS**

(Section applicable only if stated in the **SCHEDULE**)

### **SECTION DEFINITIONS**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the general definitions at the front of this Policy document)

**1. DAMAGE** shall mean accidental loss or destruction of or **DAMAGE** to the **PROPERTY INSURED**

**2. DEFINED CONTINGENCY** shall mean

- (a) fire
- (b) lightning or earthquake
- (c) explosion
- (d) aircraft and other aerial devices or articles dropped from them
- (e) riot civil commotion strikers locked out workers or persons taking part in labour disturbances
- (f) malicious persons other than thieves
- (g) storm or flood
- (h) escape of water from any tank apparatus or pipe
- (i) falling trees
- (j) impact
- (k) escape of fuel from any fixed oil heating installation
- (l) theft or attempted theft

**3. BUSINESS MACHINERY ALL RISKS EXCESS**

The amount or amounts shown in the Schedule which the **COMPANY** will deduct from each and every claim and will be deducted after the application of average - see General Condition 1

The **INSURED** will repay any such amount paid by the **COMPANY**

**4. PROPERTY INSURED** shall mean property as detailed in the **SCHEDULE**

**5. TERRITORIAL LIMITS** shall mean as stated in the **SCHEDULE**

### **THE INSURANCE**

The **COMPANY** will indemnify the **INSURED** in respect of **DAMAGE** to the **PROPERTY INSURED** occurring during the **PERIOD OF INSURANCE** within the **TERRITORIAL LIMITS stated in the SCHEDULE**

The **SUM INSURED** under each item is separately subject to average – see Policy Condition 1

The maximum the **COMPANY** will pay under this Section will not exceed

- (a) the **SUM INSURED** on each item or
- (b) the total **SUM INSURED** or
- (c) any other maximum amount payable or **LIMIT OF LIABILITY** specified in the **SCHEDULE**

## **SECTION EXCEPTIONS**

The **COMPANY** will not indemnify the **INSURED** in respect of

**1. DAMAGE** caused by or consisting of

- (a) an existing or hidden defect in the **PROPERTY INSURED**
- (b) gradual deterioration or wear and tear
- (c) frost or change in the water level
- (d) faulty design of the **PROPERTY INSURED** or faulty materials used in its construction
- (e) faulty workmanship operating error or omission by the **INSURED** or any **EMPLOYEE**
- (f) the bursting of
  - (i) a boiler
  - (ii) other equipment

not being used for domestic purposes where the internal pressure is due to steam only and belongs to the **INSURED** or is under the control of the **INSURED**

However the **COMPANY** will indemnify the **INSURED** in respect of any subsequent **DAMAGE** which results from fire or explosion otherwise excluded

**2. DAMAGE** caused by or consisting of

- (a)
  - (i) corrosion rust or rot
  - (ii) shrinkage evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus
- (b) change in
  - (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture or finish

- (c) nipple or joint leakage or failure of welds
- (d) cracking fracturing collapse or overheating of a boiler vessel machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) mechanical or electrical breakdown of the **PROPERTY INSURED**

However the **COMPANY** shall indemnify the **INSURED** in respect of

- (i) **DAMAGE** not otherwise excluded which itself results from a **DEFINED CONTINGENCY** or any other accidental cause
- (ii) any subsequent **DAMAGE** which itself results from a cause not otherwise excluded

**3. DAMAGE** caused by pollution or contamination

However the **COMPANY** shall indemnify the **INSURED** in respect of **DAMAGE** not otherwise excluded to **PROPERTY INSURED** caused by

- (a) pollution or contamination which results from a **DEFINED CONTINGENCY**
- (b) a **DEFINED CONTINGENCY** which results from pollution or contamination

**4. DAMAGE** caused by or consisting of

- (a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or escape of water from any tank apparatus or pipe
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty
- (d)
  - (i) disappearance
  - (ii) unexplained or inventory shortage
  - (iii) misfiling misplacing of information or clerical error
- (e) theft or attempted theft from any unattended vehicle or open sided vehicle unless in accordance with Condition Precedent 1

**5. DAMAGE** to the **PROPERTY INSURED** from its undergoing any process involving the application of heat

**6. DAMAGE** to the **PROPERTY INSURED** resulting from its undergoing any process of

- (a) production or packaging
- (b) treatment testing or commissioning
- (c) servicing or repair

However the **COMPANY** will indemnify the **INSURED** in respect of such **DAMAGE** if it is caused by fire or explosion and is not otherwise excluded

**7. DAMAGE** while any building is **UNOCCUPIED** or

However the **COMPANY** will indemnify the **INSURED** in respect of such **DAMAGE** if it is caused by fire or explosion

8. **DAMAGE** more specifically insured by the **INSURED** or on the **INSUREDS** behalf
9. Consequential loss or **DAMAGE** of any kind
10. **DAMAGE** to **MONEY**
11. goods held in trust or on commission unless specifically mentioned in the **SCHEDULE**
12. **DAMAGE** caused by malicious persons other than thieves riot civil commotion strikers locked out workers or persons taking part in labour disturbances arising from
  - (a) confiscation requisition or destruction by order of any public authority
  - (b) locked out workers strikers or persons taking part in labour disturbances
14. the **BUSINESS MACHINERY ALL RISKS EXCESS** stated in the **SCHEDULE**

## SECTION CLAUSES

The following Clauses apply to this Section

### 1. **AUTOMATIC REINSTATEMENT OF SUM INSURED**

The **SUMS INSURED** stated in the **SCHEDULE** will not be reduced by the amount of any claim unless the **COMPANY** or the **INSURED** give notice to the contrary

### 2. **BASIS OF CLAIM SETTLEMENT – REINSTATEMENT**

Unless otherwise stated in the **SCHEDULE** in the event of **DAMAGE** the basis upon which the **COMPANY** will calculate the amount the **COMPANY** will pay for any claim will be the reinstatement of the **PROPERTY INSURED** lost destroyed or damaged subject to the following conditions

- (a) if **PROPERTY INSURED** other than **STOCK IN TRADE** or motor vehicles or pedal cycles or personal items is lost or destroyed the **COMPANY** will pay for its rebuilding or replacement by similar **PROPERTY** in a condition as good as but not better than or more extensive than its condition when new

if such **PROPERTY INSURED** is only partially destroyed the **COMPANY** will pay for the replacement or repair of the damaged portion to a condition as good as but not better or more extensive than its condition when new

However the **COMPANY** will not pay more than the **COMPANY** would have done if the **PROPERTY INSURED** had been completely destroyed

- (b) the **PROPERTY INSURED** may be replaced on another site and in a manner suitable to the **INSUREDS** needs but this must not increase the **COMPANYS** liability
- (c) all work must begin and be carried out as quickly as possible.
- (d) if at the time of rebuilding or replacement 85% of what it would have cost to replace the whole of the **PROPERTY INSURED** under that item is greater than the **SUM INSURED** at the time the **DAMAGE** occurred the **INSURED** will be liable to bear a rateable share of the loss

- (e) the **COMPANY** will not pay under this clause
  - (i) until the **INSURED** have incurred the cost of replacing or repairing the **PROPERTY INSURED**
  - (ii) if the **INSURED** or someone acting on the **INSUREDS** behalf have insured the **PROPERTY** under another Policy which does not have a similar basis of reinstatement
  - (iii) if the **INSURED** do not comply with any of the terms of this clause

## **ADDITIONAL CLAUSES ENDORSEMENTS AND ANY OTHER TERMS AND CONDITIONS**

### **CONDITIONS PRECEDENT**

The following Conditions Precedent are applicable to Section 6 – Business Machinery and should be read in conjunction with the Conditions Precedent applicable to overall Policy

#### **1. PROPERTY INSURED**

It is a Condition Precedent to the **COMPANYS** liability to make any payment under this Section that

- (a) when any **PROPERTY INSURED** is left unattended inside any road vehicle
  - (i) the vehicle is securely locked and all security devices set in operation
  - (ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
  - (iii) the **PROPERTY INSURED** is concealed from view
  - (iv) the **PROPERTY INSURED** is stored in the boot or under the parcel shelf if the vehicle is a private car
- (b) when any **PROPERTY INSURED** in transit by air it is carried as hand luggage
- (c) when **PROPERTY INSURED** is in transit aboard a ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel

## **SECTION 7 – BUSINESS INTERRUPTION**

### **SECTION NOTES**

1. All terms in this Section exclude value added tax to the extent that the **INSURED** are accountable to the tax authorities for value added tax
2. Any adjustment made for current cost accounting will be ignored

### **SECTION DEFINITIONS**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the general definitions at the front of this Policy document)

1. **DAMAGE** shall mean accidental loss or destruction of or damage to **PROPERTY INSURED**
2. **NOTIFIABLE HUMAN INFECTIOUS OR CONTAGIOUS DISEASE** shall mean diseases notifiable under the Public Health (Control of Disease) Act 1984 or the Public Health (Infectious Diseases) Regulations 1988 namely acute encephalitis or acute poliomyelitis or anthrax or chickenpox or cholera or diphtheria or dysentery or legionellosis or legionnaires disease or leprosy or leptospirosis or malaria or measles or meningococcal infection or mumps or ophthalmia or neonatorum or paratyphoid or fever or plague or rabies or rubella or scarlet fever or smallpox or tetanus or tuberculosis or typhoid fever or viral hepatitis or whooping cough or yellow fever  
  
No other disease shall be added to the above list without the prior written consent of the **COMPANY**
3. **ESTIMATED GROSS PROFIT** shall mean the **INSUREDS** estimate of **GROSS PROFIT** for the financial year (proportionately increased if the **MAXIMUM INDEMNITY PERIOD** exceeds 12 months) most closely corresponding to the **PERIOD OF INSURANCE**
4. **GROSS PROFIT** shall mean
  - (a) the combined value of the **TURNOVER** closing stock and work in progress  
  
less
  - (b) the combined value of opening stock and work in progress and **UNINSURED WORKING EXPENSES**the values of opening and closing stocks and work in progress will
  - (i) be calculated using the **INSUREDS** usual accounting methods
  - (ii) make due provision for depreciation
5. **INDEMNITY PERIOD** shall mean the period during which the **BUSINESS** results are affected due to the **DAMAGE** starting from the date of the **DAMAGE** and lasting no longer than the **MAXIMUM INDEMNITY PERIOD**
6. **MAXIMUM INDEMNITY PERIOD** shall mean the number of months stated in the **SCHEDULE** unless stated otherwise in any clause to this Section
7. **RATE OF GROSS PROFIT** shall mean **GROSS PROFIT** earned on the **TURNOVER** and expressed as a percentage of **TURNOVER** during the financial year immediately before the date of the **DAMAGE**



8. **TURNOVER** shall mean **MONEY** paid or payable to the **INSURED** for
- (a) goods sold and delivered
  - (b) services provided
- in course of the **BUSINESS** at the **PREMISES**
9. **ANNUAL TURNOVER** shall mean the **TURNOVER** during that period in the 12 months immediately before the date of the **DAMAGE**
10. **STANDARD TURNOVER** shall mean the **TURNOVER** during that period in the 12 months immediately before the date of the **DAMAGE** which corresponds with the **INDEMNITY PERIOD**
- RATE OF GROSS PROFIT** and **STANDARD TURNOVER** may be adjusted to reflect and trends or circumstances which
- (a) affect the **BUSINESS** before or after the **DAMAGE**
  - (b) Would have affected the **BUSINESS** had the **DAMAGE** not occurred
11. **UNINSURED WORKING EXPENSES** shall mean
- (a) purchases (less any discounts received)
  - (b) discounts allowed
- and
- (c) any additional **UNINSURED WORKING EXPENSES** stated in the **SCHEDULE**
- The words and expressions used in this definition will have the meaning usually attached to them in the **INSUREDS** books and accounts
12. **CUSTOMERS ACCOUNTS** shall mean the **INSUREDS** accounts for all customers who trade with the **INSURED** on a credit or hire purchase basis
13. **BOOK DEBTS** shall mean the total last recorded by the **INSURED** under the provisions of Condition Precedent 2 Debit Recording adjusted for
- (a) bad debts
  - (b) amounts debited (or invoiced but not debited) and credited (including credit noted and cash not passed through the books at the time of the **DAMAGE**) to **CUSTOMERS ACCOUNTS** in the period between the date to which the last statement relates and the date of the **DAMAGE** and
  - (c) any abnormal condition of trade which had or could have had a material effect on the **BUSINESS**
- The figures adjusted will represent as near as possible the figures which would have been obtained at the date of the **DAMAGE** had the **DAMAGE** not occurred
14. **LICENSE** shall mean the license for the sale of excisable liquor at the **PREMISES**
15. **LOSS OF LICENSE** shall mean forfeiture of **LICENSE** due to licensing regulations or refusal to renew suspension or withdrawal by the licensing authority due to causes beyond the **INSUREDS** control.

## **THE INSURANCE**

The following items of coverage are only applicable if specified in the **SCHEDULE**

## 1. **GROSS PROFIT**

In respect of each item of **GROSS PROFIT** specified in the **SCHEDULE** the **COMPANY** shall indemnify the **INSURED** in respect of any interruption or interference with the **BUSINESS** as a result of **DAMAGE** occurring during the **PERIOD OF INSURANCE** by any loss covered by the terms of Section 1 - Property Damage

The basis of settlement will be will be limited to loss due to

- (a) a reduction in **TURNOVER**  
and
- (b) an increase in cost of working

The **COMPANY** will pay

- (i) in respect of reduction in **TURNOVER** the sum produced by applying the **RATE OF GROSS PROFIT** to the amount by which due to the **DAMAGE** the **STANDARD TURNOVER** exceeds the **TURNOVER** during the **INDEMNITY PERIOD**
- (ii) in respect of an increase in cost of working any additional expense the **INSURED** necessarily and reasonably incur solely to prevent or limit a reduction in **TURNOVER** during the **INDEMNITY PERIOD** which but for such additional expenses would have taken place due to the **DAMAGE**

The **COMPANY** will not pay more under item (ii) than the amount produced by applying the **RATE OF GROSS PROFIT** to the reduction in **TURNOVER** avoided by the expenditure less any savings during the **INDEMNITY PERIOD** in business charges or expenses payable out of **GROSS PROFIT** which reduce or cease due to the **DAMAGE**

The maximum amount the **COMPANY** will pay in respect of **GROSS PROFIT** is 133.33% of the **ESTIMATED GROSS PROFIT SUM INSURED** stated in the Schedule

## 2. **BOOK DEBTS**

In respect of each item of **BOOK DEBTS** specified in **SCHEDULE** the **COMPANY** shall indemnify the **INSURED** in respect of loss sustained by the **INSURED** directly due to **DAMAGE** at the **PREMISES** to books of account other business books or records by any loss covered by the terms of Section 1 - Property Damage

The amount payable by the **COMPANY** in respect of any one occurrence of **DAMAGE** will not exceed

- (a) the difference between
  - (i) the **BOOK DEBTS**  
and
  - (ii) the total of the amounts received or traced
- (b) the additional expenditure incurred with the **COMPANYS** consent in tracing and establishing customers debit balances after the **DAMAGE**

If the **COMPANY** require any information to verify a claim the **INSUREDS** professional accountants at the time of the claim may produce and report details contained in business books or records

The **INSUREDS** report will be accepted as prima facie evidence of the details

The **COMPANY** will pay the **INSUREDS** professional accountants charges for

- (i) producing information the **INSURED** require for investigating any claim  
and
- (ii) confirming the information in accordance with the **INSUREDS** business books

The **COMPANY** shall not indemnify the **INSURED** in respect of

- loss due to records being mislaid or misfiled
- loss arising from deliberate falsification of records
- failure to collect debts which have been traced and established

The maximum amount the **COMPANY** will pay for any claim including professional accountants fees is the **BOOK DEBTS SUM INSURED** stated in the **SCHEDULE**

### 3. **LOSS OF LICENSE**

The **COMPANY** will pay the **INSURED** for reduction in the value of the **INSUREDS** interest in

- (1) the **PREMISES**  
or
- (2) the **BUSINESS**

following **LOSS OF LICENCE**

The most the **COMPANY** will pay is the **LIMIT OF LIABILITY** stated in the **SCHEDULE**

### 4. **INCREASED COST OF WORKING**

In respect of each item of Increased Cost of Working specified in the **SCHEDULE** the **COMPANY** shall indemnify the **INSURED** as a result of **DAMAGE** occurring during the **PERIOD OF INSURANCE** by any loss covered by the terms of Section 1 - Property Damage and or Section 2 – Theft

The **COMPANY** will pay any additional expense the **INSURED** necessarily and reasonably incur solely to prevent or limit any interference or interruption to the **BUSINESS** during the **INDEMNITY PERIOD**

The maximum amount the **COMPANY** will pay will not exceed 50% of the limit specified in the **SCHEDULE** for the first three months of the **INDEMNITY PERIOD** and then pro rata for the balance unless specified otherwise in the **SCHEDULE**

### 5. **ADDITIONAL INCREASED COST OF WORKING**

In respect of each item of Additional Increased Cost of Working specified in the **SCHEDULE** the **COMPANY** shall indemnify the **INSURED** as a result of **DAMAGE** occurring during the **PERIOD OF INSURANCE** by any loss covered by the terms of Section 1 - Property Damage and or Section 2 – Theft

The **COMPANY** will pay any additional expense the **INSURED** necessarily and reasonably incur solely to prevent or limit any interference or interruption to the **BUSINESS** during the **INDEMNITY PERIOD** which exceeds the amount recoverable in respect of Increased Cost of Working insured under this Section

The maximum the **COMPANY** will pay is the **SUM INSURED** stated in the **SCHEDULE**

## **SECTION CONDITIONS**

### **1. ALTERNATIVE PREMISES**

The **TURNOVER** during the **INDEMNITY PERIOD** will include any money paid or payable to the **INSURED** during the **INDEMNITY PERIOD** for goods sold or services provided elsewhere than at the **PREMISES**

### **2. AUTOMATIC REINSTATEMENT**

The **SUMS INSURED** stated in the Schedule will not be reduced by the amount of any claim unless the **COMPANY** or the **INSURED** give written notice to the contrary

However the **INSURED** must pay the additional premium required to reinstate the **SUM INSURED**

### **3. RENEWAL**

The **INSURED** will supply prior to each renewal the **ESTIMATED GROSS PROFIT** for the financial year most closely corresponding to the forthcoming **PERIOD OF INSURANCE**

### **4. SUBROGATION WAIVER**

In the event of a claim arising under this Section the **COMPANY** agree to waive any rights remedies or relief to which the **INSURED** may be entitled by subrogation against

- (a) any company whose relationship to the **INSURED** is either a parent to subsidiary or subsidiary to parent
- (b) any company which is a subsidiary of a parent company of which the **INSURED** are a subsidiary as defined in or within the meaning of the relevant Companies Act or Companies (N.I.) Order current at the time of the **DAMAGE**

### **5. PAYMENTS ON ACCOUNT**

Claim payments on account may be made to the **INSURED** during the **INDEMNITY PERIOD** if required

### **6. ALTERATION**

The **COMPANY** will not indemnify the **INSURED** in respect of this Section if

- (a) the **BUSINESS** is
  - (i) wound up or carried on by a liquidator or receiver
  - (ii) permanently discontinued
- (b) the **INSURED'S** interest ceases other than by death unless agreed in writing by the **COMPANY**

### **7. UNINSURED WORKING CHARGES**

Any increase in cost of working settlement will take into account any standing charges of the **BUSINESS** which are not insured (having been deducted in arriving at the **GROSS PROFIT**)

The **COMPANY** will reflect in any such settlement the proportion only of any additional expenditure which

- (a) the **GROSS PROFIT** bears  
to
- (b) the sum of the **GROSS PROFIT** and the uninsured standing charges

## **SECTION CLAUSES**

The **COMPANY** shall also indemnify the **INSURED** in respect of reduction in **GROSS PROFIT** as insured under this Section resulting from

### **1. PREVENTION OF ACCESS**

**DAMAGE** to property within 250 metres of the **PREMISES** by any cause insured under Section 1 - Property Damage which prevents access to the **PREMISES**

The maximum the **COMPANY** will pay under this clause is £100,000 in respect of the total of all losses occurring during the **PERIOD OF INSURANCE** but this will exclude any loss which does not involve a prevention of access for at least 12 (twelve) consecutive hours

### **2. DISEASE INFESTATION AND DEFECTIVE SANITATION**

The occurrence of

- (a) murder or suicide at the **PREMISES**
- (b) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from the **PREMISES**
- (c) **NOTIFIABLE HUMAN INFECTIOUS OR CONTAGIOUS DISEASE** at the **PREMISES**
- (d) vermin or pests at the **PREMISES**
- (e) An accident which causes defects in the drains or other sanitary arrangements at the **PREMISES**

where use of the **PREMISES** is restricted on the order or advice of the competent authority

The **COMPANY** shall not indemnify the **INSURED** in respect of

- (i) costs incurred in cleaning repair replacement recall or checking of the property
- (ii) loss arising from premises other than those directly subject to the occurrence

The maximum the **COMPANY** will pay under this clause is £100,000 in respect of the total of all losses occurring during the **PERIOD OF INSURANCE**

### **3. PUBLIC UTILITIES – ELECTRICITY**

**DAMAGE** (by any cause included under Section 1 - Property Damage) to any land based generating station or sub-station of the **INSUREDS** electricity supplier in England Wales Scotland the Channel Islands and the Isle of Man

The maximum the **COMPANY** will pay under this clause is £100,000 in respect of the total of all losses occurring during the **PERIOD OF INSURANCE** but this will exclude any loss which does not involve a cessation of supply for at least 12 (twelve) consecutive hours

**4. PUBLIC UTILITIES – GAS**

**DAMAGE** (by any cause included under Section 1 - Property Damage) to any land based premises of the **INSUREDS** gas supplier in England Wales Scotland the Channel Islands or the Isle of Man

The maximum the **COMPANY** will pay under this clause is £100,000 in respect of the total of all losses occurring during the **PERIOD OF INSURANCE** but this will exclude any loss which does not involve a cessation of supply for at least 12 (twelve) consecutive hours

**5. PUBLIC UTILITIES – WATER**

**DAMAGE** (by any cause included under Section 1 - Property Damage) to any land based water works or pumping station of the **INSUREDS** water supplier in England Wales Scotland the Channel Islands or the Isle of Man

The maximum the **COMPANY** will pay under this clause is £100,000 in respect of the total of all losses occurring during the **PERIOD OF INSURANCE** but this will exclude any loss which does not involve a cessation of supply for at least 12 (twelve) consecutive hours

**6. PUBLIC UTILITIES - TELECOMMUNICATIONS**

**DAMAGE** (by any cause included under Section 1 - Property Damage) to any land based premises of the **INSUREDS** public telecommunications supplier in the **TERRITORIAL LIMITS**

The maximum the **COMPANY** will pay under this clause is £100,000 in respect of the total of all losses occurring during the **PERIOD OF INSURANCE** but this will exclude any loss which does not involve a cessation of supply for at least 12 (twelve) consecutive hours

**ADDITIONAL CLAUSES ENDORSEMENTS AND ANY OTHER TERMS AND CONDITIONS**

**CONDITIONS PRECEDENT**

The following Conditions Precedent are applicable to Section 7 – Business Interruption be read in conjunction with the Conditions Precedent applicable to overall Policy

**1. CLAIMS PROCEDURE**

It is a Condition Precedent to the **COMPANYS** liability that the **INSURED** will

- (a) take any action reasonably practicable to minimise any interruption of or interference with the **BUSINESS** or to avoid or diminish the loss
- (b) at the **INSUREDS** expense provide the **COMPANY** with
  - (i) a written claim
  - and
  - (ii) details of other insurances covering the **DAMAGE** or loss resulting from it

no later than 30 days after the expiry of the **INDEMNITY PERIOD** or such further time that the **COMPANY** may allow

(iii) books records and documents the **COMPANY** require to assess the **INSUREDS** claim

(c) repay any payment on account the **COMPANY** may have already made if the **INSURED** fail to comply with this condition

## 2. **DEBIT RECORDING**

It is a Condition Precedent the **COMPANYS** liability to make any payment under this Section that at the end of each quarter the **INSURED** must record the total amount outstanding in the **INSUREDS CUSTOMERS ACCOUNTS**

The **INSURED** must keep this information in a different building to that containing the **INSUREDS** accounting and other business records

This information may be maintained by the **INSUREDS** accountant

## 3. **MATERIAL DAMAGE PROVISIO**

It is a Condition Precedent to the **COMPANIES** liability to make any payment under this Section that

a) there is in force at the time of the **DAMAGE** an insurance policy covering the **INSUREDS** interest in the **PROPERTY** at the **PREMISES** for the **DAMAGE** and

b) i) payment has been made or liability admitted

or

ii) payment would have been made or liability admitted for such **DAMAGE** but for the exclusion of losses below a stated amount in such insurance policy

## **SECTION 8 - TERRORISM INSURANCE**

(Section applicable only if stated in the Schedule)

### **SECTION DEFINITIONS**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section

1. **VIRUS OR SIMILAR MECHANISM** shall mean 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

2. **HACKING** shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the **PROPERTY** of the **INSURED** or not
3. **DENIAL OF SERVICE ATTACK** shall mean any actions or instruction constructed or generated with the ability to **DAMAGE** interfere with or otherwise affect the availability of networks network services network connectivity or information systems

**DENIAL OF SERVICE ATTACK** includes but is not limited to the generation of excess traffic into the network addresses the exploitation of system or network weaknesses and the generation of excess or non genuine traffic between and amongst networks

4. **TERRORISM** shall mean any 'act of terrorism' certified as such by Her Majestys Government of HM Treasury (or any successor or other relevant authority) whether involving violence or the use of force or not or the threat or the preparation 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) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives
5. **EXCESS** or **EXCESSES** shall mean the amount or amounts shown in the **SCHEDULE** which the **COMPANY** will deduct from each and every claim and will be deducted after the application of average see General Condition 1
6. **DAMAGE** shall mean loss of or physical damage to the **PROPERTY INSURED**
7. **CONSEQUENTIAL LOSS** shall mean loss resulting from interruption of or interference with the **BUSINESS** carried out by the **INSURED** at the **PREMISES** in consequence of an **INCIDENT** to **PROPERTY INSURED** at the **PREMISES** for the purpose of the **BUSINESS**
8. **INCIDENT** shall mean loss of or physical damage to the **PROPERTY INSURED** at the **PREMISES** for the purpose of the **BUSINESS**
9. **NUCLEAR INSTALLATION** shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for
  - (a) the production or use of atomic energy or
  - (b) 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



- (c) the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

**10. NUCLEAR REACTOR** shall mean 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.

**11. PRIVATE INDIVIDUAL** shall mean any person other than

- (a) a trustee or body of trustees where insurance is arranged under the terms of a trust
- (b) a person who owns **RESIDENTIAL PROPERTY** for the purpose of their business as a sole trader

The definition of a **PRIVATE INDIVIDUAL** shall include two or more persons where insurance is arranged in their several names and or the title of the insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the **PROPERTY INSURED**

**12. RESIDENTIAL PROPERTY** shall mean houses and blocks of flats and other dwellings (including household contents and personal effects of every description)

## THE INSURANCE

**DAMAGE** or **CONSEQUENTIAL LOSS** in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 occasioned by or happening through or in consequence of **TERRORISM**

The **COMPANYS** liability for **DAMAGE** under this Section shall not exceed the **SUM INSURED** in respect of any one **PERIOD OF INSURANCE** for any item or limit specified in Section 1 - Property Damage and Section 4 – Business Machinery All Risks

The **COMPANYS** liability for **CONSEQUENTIAL LOSS** under this Section shall not exceed the **SUM INSURED** in respect of any one **PERIOD OF INSURANCE** for any item or limit specified in Section 7 – Business Interruption or any other **LIMIT OF LIABILITY** stated as the at the time of the **CONSEQUENTIAL LOSS** under Section 7 – Business Interruption

## SECTION EXCEPTIONS

The **COMPANY** shall not indemnify the **INSURED** for

1. any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. any loss whatsoever or any expenditure resulting or arising there from or any **CONSEQUENTIAL LOSS** directly or indirectly caused by or contributed to by or arising from **DAMAGE** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the **INSUREDS** property or not where such **DAMAGE** is caused by a **VIRUS** or **SIMILAR MECHANISM** or **HACKING** or **DENIAL OF SERVICE ATTACK**
3. any loss whatsoever or any **CONSEQUENTIAL LOSS** resulting or arising from **DAMAGE** to any **NUCLEAR INSTALLATION** or **NUCLEAR REACTOR** and all fixtures and fittings situated thereon

and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **NUCLEAR INSTALLATION** or **NUCLEAR REACTOR**

4. in respect of **RESIDENTIAL PROPERTY** insured in the name of a **PRIVATE INDIVIDUAL** any loss whatsoever or any expenditure resulting or arising therefrom or any **CONSEQUENTIAL LOSS** directly or indirectly 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
5. the **EXCESS** applicable under each Section

## **SECTION CONDITIONS**

1. In any action suit or other proceedings where the **COMPANY** allege that any **DAMAGE** or **CONSEQUENTIAL LOSS** is not covered the burden of proving that such loss is covered shall be upon the **INSURED**
2. Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the **PERIOD OF INSURANCE** do not apply to Section 8 - Terrorism
3. If this Policy is subject to any Long Term Agreement / Undertaking it does not apply to Section 8 - Terrorism

## **SECTION 9 – LEGAL LIABILITIES**

### **THE INSURANCE**

The **COMPANY** will subject to the terms exceptions conditions endorsements and Limits of Indemnity of this Insurance indemnify the **INSURED** against

- A. All sums which the **INSURED** shall become legally liable to pay as damages including claimants' costs and expenses in respect of **INJURY** or loss of or damage to **PROPERTY** which arises in connection with the **BUSINESS**
- B. All costs and expenses incurred by the **INSURED** (save described in C below) with the written consent of the **COMPANY** in respect of any claim against the **INSURED** which may be the subject of indemnity under this Insurance
- C. The payment of legal and other defence fees incurred with the written consent of the **COMPANY** and to a limit of £50,000 arising out of any one occurrence for representation of the **INSURED** at
  - (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an **EMPLOYEE** or principal of the **INSURED** has been requested to give evidence
  - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **INJURY** or loss of or damage to **PROPERTY**

which may be the subject of indemnity under this Insurance

### **SECTION DEFINITIONS – LEGAL LIABILITIES**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section (also refer to the general definitions at the front of this Policy document)

- 1. **EXCESS** shall mean the amount specified in the **SCHEDULE** for which the **INSURED** will be responsible in respect of each and every claim in respect of loss of or damage to **PROPERTY**
- 2. **GOODS** shall mean any goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by the **INSURED** in the course of the **BUSINESS**
- 3. **INJURY** shall mean bodily injury death illness disease or shock causing bodily injury
- 4. **INSURED** shall mean
  - the person or persons or corporate body named in the **SCHEDULE** and includes
    - (a) any subsidiary **COMPANY** which is named in the **SCHEDULE** operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
    - (b) at the written request of the **INSURED**
      - (i) any director or **EMPLOYEE** of the **INSURED** while acting on behalf of or in the course of his employment or engagement by the **INSURED** in respect of liability for which the **INSURED** would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the **INSURED**

- (ii) any officer member or **EMPLOYEE** of the **INSURED**'s social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
    - (iii) any director partner or senior official of the **INSURED** in respect of private work carried out by any **EMPLOYEE** of the **INSURED** for any such person with the consent of the **INSURED**
  - (c) in the event of the death of the **INSURED** the personal representatives of the **INSURED** in respect of liability incurred by the **INSURED** provided that such person shall as though he were the **INSURED** observe fulfil and be subject to the terms exceptions conditions and endorsements of this Insurance as far as they can apply
5. **OFFSHORE** shall mean from the moment in time that an **EMPLOYEE** shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **EMPLOYEE** shall disembark from any conveyance onto land upon their return from any offshore installation
6. **PROPERTY** shall mean material property
7. **TERRORISM** shall mean any act whether involving violence or the use of force or not or the threat or the preparation 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) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives

## **SECTION 9A - EMPLOYERS' LIABILITY**

### **SCOPE OF COVER**

**INJURY** sustained by any **EMPLOYEE** of the **INSURED** arising out of and in the course of his employment or engagement by the **INSURED** and caused during the Period of Insurance

- (a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) whilst temporarily outside the countries named in (a) provided that any such **EMPLOYEE** is
  - (i) ordinarily resident in any of the aforesaid countries
  - (ii) engaged in non-manual work

### **RIGHTS OF RECOVERY**

The indemnity granted by Section 9A of this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **EMPLOYEE**'s in Great Britain Northern Ireland the Channel Islands Isle or the Man but the **INSURED** shall repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

### **SECTION 9A – EXCEPTIONS**

These apply in addition to the General Exceptions

The **COMPANY** shall not indemnify the **INSURED** under this Section against liability

- (a) for **INJURY** sustained by any **EMPLOYEE** of the **INSURED**
  - (i) in respect of which compulsory insurance or security is required to be arranged by the **INSURED** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
  - (ii) whilst **OFFSHORE**  
  
If the **COMPANY** is required by compulsory insurance regulations to make a payment in respect of **INJURY** occurring **OFFSHORE** then the Limit of Indemnity of £5,000,000 any one occurrence shall apply
- (b) of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos

## **SECTION 9A - EXTENSIONS**

These apply in addition to the General Extensions

### **1. UNSATISFIED COURT JUDGEMENTS**

Where a judgement for damages has been obtained by any **EMPLOYEE** or the legal personal representatives of any **EMPLOYEE**

- a) in respect of **INJURY** sustained by the **EMPLOYEE** arising out of and in the course of employment by the **INSURED** in the **BUSINESS**
- b) against any company or individual operating from or resident in premises within the Geographical Limits in any court situate in the Geographical Limits

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the **INSURED** the **COMPANY** will pay to the **EMPLOYEE** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

#### **Provided that**

- a) there is no appeal outstanding
- b) if any payment is made by the **COMPANY** the **EMPLOYEE** or the said legal personal representatives shall assign the judgement to the **COMPANY**
- c) Section 9A is operative at the time that such **INJURY** is caused
- d) the liability of the **COMPANY** for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the **SCHEDULE**

## **LIMIT OF INDEMNITY**

The maximum liability of the **COMPANY** payable under this Section in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of one occurrence inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Indemnity stated in the **SCHEDULE**

## **SECTION 9B - PUBLIC LIABILITY**

### **SCOPE OF COVER**

- A. Accidental **INJURY** to any person
- B. Accidental loss of or damage to **PROPERTY**
- C. Obstruction trespass nuisance or interference with any right of way air light or water or other easement
- D. Wrongful arrest wrongful detention false imprisonment or malicious prosecution

occurring anywhere within the Geographical Limits during the Period of Insurance

### **SECTION 9B - EXCEPTIONS**

These apply in addition to the General Exceptions

The **COMPANY** shall not indemnify the **INSURED** under this Section against liability

- (a) for loss of or damage to **PROPERTY** belonging to the **INSURED** or in the custody or control of the **INSURED** or of any **EMPLOYEE** of the **INSURED** other than
  - (i) personal effects (including vehicle and their contents) of **EMPLOYEES** or visitors
  - (ii) any premises including their contents not being premises leased or rented to the **INSURED** which are temporarily occupied by the **INSURED** for the purpose of carrying out work therein or thereon
  - (iii) any other **PROPERTY** on which the **INSURED** or any **EMPLOYEE** or agent of the **INSURED** is or has been carrying out work but the **COMPANY** will not indemnify the **INSURED** in respect of loss or damage to that part of any **PROPERTY** being worked upon
- (b) arising from the ownership possession or use under the control of the **INSURED** or of any **EMPLOYEE** of the **INSURED** of
  - (i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security
  - (ii) any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
- (c) caused by any **GOODS** after they have ceased to be in the custody or control of the **INSURED** other than food or drink supplied primarily for the use of **EMPLOYEES** or for entertainment purposes
- (d) arising from professional advice given separately for a fee or other remuneration by the **INSURED** or by anyone on the **INSUREDS** behalf or in circumstances where a fee would normally be charged
- (e) For the amount of the **EXCESS**

## SECTION 9B - EXTENSIONS

These apply in addition to the Section Extensions

### 1. MOTOR VEHICLES TOOL OF TRADE RISK

Section Exception (b) (i) shall not apply to liability caused by or arising from

- a) the use of plant as a tool of trade at the **INSURED**'s premises or on any site at which the **INSURED** is working
- b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- c) damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

Provided that the **COMPANY** shall not provide indemnity against liability

- a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- b) for which indemnity is provided by any other insurance

### 2. MOTOR CONTINGENT LIABILITY

Notwithstanding Section (b) (i) the **COMPANY** will within the terms of this Section indemnify the **INSURED** in respect of liability for **INJURY** or damage to **PROPERTY** caused by or arising from any motor vehicle or trailer attached thereto not belonging to or provided by the **INSURED** being used by an **EMPLOYEE** in the course of the **BUSINESS**

Provided that the **COMPANY** shall not provide indemnity against liability

- a) in respect of damage to any such vehicle or trailer or **PROPERTY** conveyed therein or thereon
- b) for which indemnity is provided by any other insurance
- c) caused or arising whilst such vehicle or trailer is
  - i) engaged in racing pace-making reliability trials or speed testing or
  - ii) being driven by the **INSURED** or
  - iii) being driven with the general consent of the **INSURED** or their representative by any person who to the knowledge of the **INSURED** or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
  - iv) used elsewhere than within the Geographical Limits



### 3. MOVEMENT OF OBSTRUCTING VEHICLES

Section Exception (b) (i) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the **INSURED**) being driven by the **INSURED** or by any **EMPLOYEE** with the **INSURED**'s permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians

Provided that

- a) movements are limited to vehicles parked on or obstructing the **INSURED**'s premises or any site at which the **INSURED** is working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key
- d) the **COMPANY** shall not provide indemnity against liability
  - i) in respect of damage to such vehicle
  - ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

### 4. DEFECTIVE PREMISES ACT

The indemnity provided by this Section shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by the **INSURED** for purposes pertaining to the **BUSINESS** and which have since been disposed of by the **INSURED**

Provided that the **COMPANY** shall not provide indemnity against liability

- a) for which indemnity is provided by any other insurance
- b) for the costs of remedying any defect or alleged defect in such premises

### 5. LEASED OR RENTED PREMISES

Section Exception (a) (ii) shall not apply to liability for damage to premises (including their fixtures and fittings) leased or rented to the **INSURED**

Provided that the **COMPANY** shall not provide indemnity against liability assumed by the **INSURED** under any agreement which would not have attached in the absence of such agreement.

### 6. OVERSEAS PERSONAL LIABILITY

The **COMPANY** will within the terms of this Section indemnify

- a) the **INSURED**
- b) at the request of the **INSURED**
  - i) any director partner or **EMPLOYEE** of the **INSURED**
  - ii) any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of the Geographical Limits whilst on a temporary visit to such country in connection with the **BUSINESS**

Provided that

- a) any person entitled to indemnity under this Section Extension shall as though they were the **INSURED** be subject to the terms Exceptions and Conditions of this Policy insofar as they can apply
- b) nothing in this Section Extension shall increase the liability of the **COMPANY** to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- c) the **COMPANY** shall not provide indemnity against
  - i) contractual liability
  - ii) liability for which indemnity is provided by any other insurance
  - iii) liability in respect of damage to **PROPERTY** belonging to or in the custody or under the control of any person entitled to indemnity under this Section Extension
  - iv) liability in respect of **INJURY** to any person entitled to indemnity under this Section Extension
  - v) liability caused by or arising from
    - 1) the ownership or occupation of land or buildings
    - 2) the carrying on of any business profession trade or employment
    - 3) the ownership possession or use of animals other than domestic dogs or cats

## 7. DATA PROTECTION ACT

The indemnity provided by this Section shall extend to apply in respect of compensation for damage arising out of any claim under Part II Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against the **INSURED** during the **PERIOD OF INSURANCE**

Provided that

- a) the liability of the **COMPANY** for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule and notwithstanding anything stated in the **SCHEDULE** or elsewhere in this Policy to the contrary the said Limit of Indemnity shall for the purpose of this Section Extension apply in respect of the total of all claims during any one **PERIOD OF INSURANCE**
- b) the **INSURED** has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- c) the **COMPANY** shall not provide indemnity
  - i) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
  - ii) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

- iii) for the costs of replacing reinstating rectifying or erasing any personal data
- iv) against liability caused by or arising from any incident or circumstances known to the **INSURED** at inception of this Section Extension which may give rise to a claim
- v) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
- vi) against contractual liability
- vii) against liability in respect of **INJURY** to any person or damage to **PROPERTY**

#### **GEOGRAPHICAL LIMITS**

- (a) Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) Elsewhere in the World arising out of temporary **BUSINESS** visits by **EMPLOYEES**
  - (i) ordinarily resident in any of the aforesaid countries
  - (ii) engaged in non-manual work

#### **LIMIT OF INDEMNITY**

The maximum liability of the **COMPANY** payable under this Section in respect of damages in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of one occurrence shall not exceed in the aggregate the Limit of Indemnity stated in the **SCHEDULE**

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

## **SECTION 9C - PRODUCTS LIABILITY**

### **SCOPE OF COVER**

- A. Accidental **INJURY** to any person
- B. Accidental loss of or damage to **PROPERTY**

occurring anywhere in the World other than at the premises of the **INSURED** during the **PERIOD OF INSURANCE** and caused by any **GOODS**

### **SECTION 9C - EXCEPTIONS**

These apply in addition to the General Exceptions

The **COMPANY** shall not indemnify the **INSURED** under this Section against liability

- (a) caused by or in connection with any **GOODS** to the knowledge of the **INSURED** for export to or use in the United States of America or Canada
- (b) caused by any **GOODS** in the custody or control of the **INSURED**
- (c) for the amount of the **EXCESS**

### **SECTION 9C - EXTENSIONS**

These apply in addition to the General Extensions

#### **1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT**

The **COMPANY** will provide indemnity to the **INSURED** and at the request of the **INSURED** any director partner or **EMPLOYEE** of the **INSURED** in respect of legal costs and expenses incurred with the **COMPANY**'s written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the **BUSINESS**
- b) the **COMPANY** shall not provide indemnity in respect of
  - i) fines or penalties of any kind
  - ii) any proceedings arising from circumstances for which indemnity is provided by any other insurance
  - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) the director partner or **EMPLOYEE** shall as though they were the **INSURED** be subject to the terms

Exceptions and Conditions of this policy insofar as they can apply

## **LIMIT OF INDEMNITY**

The maximum liability of the **COMPANY** payable under this Section in respect of damages shall not exceed the Limit of Indemnity stated in the **SCHEDULE** in any one **PERIOD OF INSURANCE**

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

## **SECTION 9 - EXTENSIONS**

### **1. INDEMNITY TO PRINCIPAL**

The **COMPANY** will subject otherwise to the terms exceptions conditions and endorsements of this Insurance indemnify any principal under Sections 9A and 9B against liability in respect of **INJURY** or loss of or damage to **PROPERTY** to the extent that any contract or agreement entered into by the **INSURED** with any principal so requires

Provided that

- (a) an indemnity would have been provided had a claim been made against the **INSURED**
- (b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this Insurance as far as they can apply
- (c) the conduct and control of claims is vested in the **COMPANY**
- (d) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
- (e) the indemnity granted under Section 9A shall only apply in respect of liability to any person who is an **EMPLOYEE** of the **INSURED**

### **2. CROSS LIABILITIES**

If the **INSURED** comprises more than one party the **COMPANY** will under Sections 9B and 9C provide indemnity to each such **INSURED** in the same manner and to the same extent as if a separate policy had been issued to each of them Provided that nothing in this Extension shall increase the liability of the **COMPANY** to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

### **3. HEALTH AND SAFETY AT WORK ACT ETC AND CORPORATE MANSLAUGHTER**

The **COMPANY** will indemnify the **INSURED** and at the request of the **INSURED** any director partner or **EMPLOYEE** of the **INSURED** in respect of legal costs and expenses incurred with the **COMPANY**'s consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

- ii) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the **PERIOD OF INSURANCE** and in the course of the **BUSINESS** and in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Policy
- b) the **COMPANY** shall not provide indemnity in respect of
  - 3i) fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution
  - ii) any circumstances for which indemnity is provided by any other insurance
  - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) The liability of the **COMPANY** in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

#### **4. COURT ATTENDANCE COSTS**

In the event of any of the under mentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Policy the **COMPANY** will provide compensation to the **INSURED** at the following rates per day for each day on which attendance is required

- a) £250 for the **INSURED** or any of the directors or partners of the **INSURED**
- b) £100 for any **EMPLOYEE**

## **GENERAL EXCEPTIONS**

The following General Exceptions apply to all Sections (other than Section 9 – Legal Liabilities) of the Insurance and all endorsements and extensions applicable to that Section unless otherwise stated

The **COMPANY** shall not indemnify the **INSURED** in respect of

1. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) war invasion act of a foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
  - (b) nationalisation confiscation requisition seizure or destruction by the Government or any public authority
  - (c) any action taken in controlling preventing suppressing or in any way relating to (a) and or (b) above

However Exceptions (1) (a) (b) and (c) do not apply to Section 8 - Terrorism Insurance

2. Loss or destruction of or damage to any property any loss or expense whatsoever any consequential loss
  - (a) directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
    - (i) dispersing radioactive material and or ionising radiation
    - (ii) using atomic or nuclear fission and or fusion or other like reaction

However exceptions 2 (a) and (b) do not apply to Section 8 – Terrorism

3. The **COMPANY** shall not provide indemnity under this Policy in respect of any loss damage injury cost or expense or any consequential loss directly or indirectly caused by contributed to by or arising from
  - (a) **TERRORISM**
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling preventing suppressing or in any way relating to 3 (a) and or 3 (b) above

in any action suit or other proceedings where the **COMPANY** allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) above regardless of any other contributory cause or event is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such loss is covered shall be upon the **INSURED**

however exception 3 (a) above does not apply to the Section 8 – Terrorism when insured by this Policy

4. Loss destruction or damage or consequential loss directly caused by pressure waves from aircraft or other aerial devices

5. Any claim which arises directly or indirectly from or consists of the failure or inability of any

(a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or systems or any similar device

(b) media or systems used in connection with anything referred to in (a) above

whether the insureds property or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date and this includes without any limitation the failure or inability to recognise capture save retain or restore and or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of

(i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time

(ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

however we shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a defined contingency arising under any of the following Sections

- (1) Section 1 – Property Damage
- (2) Section 2 – Money and Assault
- (3) Section 6 – Business Machinery All Risks
- (4) Section 7 – Business Interruption

but only to the extent that such claim would otherwise be insured under that Section

However this exception does not apply in respect of Section 8 – Terrorism

6. Any claim arising directly or indirectly from or in connection with or consisting of

(a) **LOSS OF DATA**

however the **COMPANY** will not exclude any claim arising directly or indirectly from or in connection with or consisting of loss of data which claim is not otherwise excluded and which results from a **MALICIOUS CONTINGENCY** involving physical force and violence or a **SPECIFIED CONTINGENCY** where either is insured under any of the following Sections and only to the same extent that such claim is insured under that Section

- (1) Section 1 – Property Damage
- (2) Section 2 – Money and Assault
- (3) Section 6 – Business Machinery All Risks
- (4) Section 7 – Business Interruption



- (b) any loss destruction damage **FAILURE** or **LOSS OF DATA** resulting directly or indirectly from or in connection with **VIRUS** or **SIMILAR MECHANISM** or **DENIAL OF SERVICE ATTACK** or unauthorized access to or use of **COMPUTER AND ELECTRONIC EQUIPMENT**

However the **COMPANY** will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than **COMPUTER AND ELECTRONIC EQUIPMENT** and **DATA STORAGE MATERIALS** which claim is not otherwise excluded and which results from a **MALICIOUS CONTINGENCY** involving physical force and violence or a **SPECIFIED CONTINGENCY** where either is insured under any of the following Sections and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

- (1) Section 1 – Property Damage
- (2) Section 2 – Money and Assault
- (3) Section 6 – Business Machinery All Risks
- (4) Section 7 – Business Interruption

#### **DEFINITION**

The following definition only applies to Exception 6

**SPECIFIED CONTINGENCY** shall mean

- (a) fire
- (b) lightning or earthquake
- (c) explosion
- (d) aircraft and other aerial devices or articles dropped from them
- (e) riot civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (f) malicious persons other than thieves
- (g) storm or flood
- (h) escape of water from any tank apparatus or pipe
- (i) falling trees
- (j) impact
- (k) escape of fuel from any fixed oil heating installation.

The following General Exceptions apply to Section 9 – Legal Liabilities of the Insurance and all endorsements and extensions applicable to that Section unless otherwise stated

The **COMPANY** shall not indemnify the **INSURED** in respect of

7. any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless the **INSURED** has requested that there shall be no such limitation and has accepted the terms offered by the **COMPANY** in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance

8. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but as far as concerns **INJURY** to any **EMPLOYEE** which arises out of and in the course of his employment or engagement by the **INSURED** this exception shall apply only in respect of

- (i) liability of any principal
- (ii) liability assumed by the **INSURED** by agreement and which would not have attached in the absence of such agreement

9. any liability for punitive multiplied or exemplary damages fines or penalties

10. any liability as a result of **TERRORISM** but as far as concerns **INJURY** as a result of **TERRORISM** to any **EMPLOYEE** of the **INSURED** which arises out of and in the course of employment or engagement by the **INSURED** the Limit of Indemnity under Section 9A shall not exceed £5,000,000

11. The **COMPANY** shall not indemnify the **INSURED** under Sections 9B or 9C of this Insurance against liability in respect of

- (a) **INJURY** sustained by an **EMPLOYEE** which arises out of and in the course of his employment or engagement by the **INSURED**
- (b) loss of or damage or legal liability directly or indirectly occasioned by, happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **PROPERTY** by or under the order of any government or public or local authority.
- (c) loss of or damage to or any costs or expense incurred in repairing replacing removing rectifying recalling or making any refund in respect of **GOODS**
- (d) liability arising from **GOODS** used with the **INSURED's** knowledge in connection with aircraft watercraft or offshore structures
- (e) liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance
- (f) **INJURY** loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health

- (g) **INJURY** loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens
- (h) **INJURY** loss damage cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos

**12.** any liability which is assumed by the **INSURED** by agreement unless such liability would have attached in the absence of such agreement

## **GENERAL CONDITIONS**

These apply to all Sections of the Insurance and all endorsements and extensions unless otherwise stated

### **1. AVERAGE**

Unless specifically stated otherwise in the **SCHEDULE** each **SUM INSURED** will be subject to average

Whenever a **SUM INSURED** is subject to average if at the time of loss destruction or damage the **SUM INSURED** is less than the total value of such property then the **INSURED** shall

- (a) be responsible for the difference
- (b) bear a rateable share of the loss

This Condition does not apply in respect of Section 9 – Legal Liabilities

### **2. DISCHARGE OF LIABILITY**

The **COMPANY** may at any time at their sole discretion pay to the **INSURED**

- (a) the maximum **SUM INSURED**  
or
- (b) the Limit of Indemnity

payable under this Insurance or any lesser sums for which any claim or claims can be settled and the **COMPANY** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment

Provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as the **COMPANY's** payment to the **INSURED** bears to the total payment made by or on behalf of the **INSURED** in settlement of the claim or claims

### **3. CONTRIBUTION**

Applicable to Section 9 – Legal Liabilities

- (a) If at the time of any claim there is or but for the existence of this Insurance would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **INSURED** applicable to such claim the **COMPANY** shall not be liable under this Insurance to indemnify the **INSURED** in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected

Applicable to all other Sections insured by this Policy

- (b) Where any loss destruction or damage covered by the Policy is also covered by another Policy (or would be but for the existence of this Policy) the **COMPANY** will only pay a rateable share of the loss
- (c) If the other insurance is subject to a condition of average and this Policy is not this Policy will become subject to the same condition of average.
- (d) If the property insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment the **COMPANY** make will be limited to the

proportion of loss destruction or damage as the **SUM INSURED** bears to the value of the property

**4. IDENTIFICATION**

This Insurance including the **SCHEDULE** definitions sections exceptions extensions conditions and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear

**5. CALCULATION**

Where the premium is calculated on the statements and estimates furnished by the **INSURED** the **INSURED** shall keep an accurate record of all relevant particulars and shall allow the **COMPANY** to inspect such record at any reasonable time and shall within one month of the expiry of each **PERIOD OF INSURANCE** furnish to the **COMPANY** such information as the **COMPANY** requires for such expired period and the premium for such period shall thereupon be adjusted by the **COMPANY** and the difference be paid by or allowed to the **INSURED** as the case may be subject to any agreed minimum premium

**6. CANCELLATION**

The **COMPANY** may cancel this Insurance by sending seven days notice by registered letter to the **INSURED** at his last known address and in such event the **INSURED** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the **PERIOD OF INSURANCE**

**7. ALTERATION OF RISK**

The **INSURED** shall give the **COMPANY** immediate notice in writing of any alteration which materially affects this Insurance

**8. CHOICE OF LAW**

This Policy and any endorsements thereto shall be governed and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and to comply with all the necessary requirements to give such courts jurisdiction

**9. FRAUD**

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **INSURED** or any director or partner or anyone acting on the **INSURED's** behalf to obtain any benefit under this Policy then all benefits under this Policy will be forfeited

**10. CONTRACT RIGHTS OF THIRD PARTIES**

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

**11. MISREPRESENTATION**

The Policy is voidable if the **INSURED** or anyone acting for the **INSURED** fails to disclose misrepresents or misdescribes any material fact

**12. THE COMPANYS RIGHTS**

If loss destruction or damage occurs which may lead to a claim the **COMPANY** may

- (a) enter or take possession of the building or the **PREMISES**
- (b) take possession of or require to be delivered to the **COMPANY** the **PROPERTY INSURED** which the **COMPANY** will deal within in a reasonable manner without incurring liability or reducing the **COMPANYS** rights

The **COMPANY** will not provide indemnity for loss destruction or damage if the **INSURED** or anyone acting on the **INSURDS** behalf

- (i) do not comply with the **COMPANYS** requirements
- (ii) hinder or obstruct the **COMPANY**

The **INSURED** are not entitled to abandon property to the **COMPANY**

This Condition does not apply in respect of Section 9 – Legal Liabilities

### 13. **SUBROGATION**

Anyone making a claim under this Policy must at the **COMPANYS** request and expense do everything the **COMPANY** reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which the **COMPANY** will become entitled or subrogated because of payment for or making good loss destruction damage accident or injury

The **COMPANY** may require the **INSURED** to carry out such actions before or after the **COMPANY** make any admission of or payment of a claim

### 14. **SUBJECTIVITY**

- (a) The **COMPANY** will clearly state in the **SCHEDULE** if the insurance provided by the Policy is subject to the **INSURED**
  - (i) providing the **COMPANY** with any additional information requested by the required date(s)
  - (ii) completing any actions agreed between the **INSURED** and the **COMPANY** by the required date(s)
  - (iii) allowing the **COMPANY** to complete any actions agreed between the **INSURED** and the **COMPANY**
- (b) If required by the **COMPANY** the **INSURED** must allow us access to the **PREMISES** the **INSUREDS** contract sites and or the **BUSINESS** to carry out survey(s) within 60 days of the inception or renewal date unless the **COMPANY** agree otherwise in writing

Upon completion of these requirements (or if they are not completed by the required dates) the **COMPANY** may at the **COMPANYS** option

- (i) modify the premium
- (ii) issue a mid-term amendment to the Policy or Section terms Conditions and Exceptions

- (iii) require the **INSURED** to make alterations to the **PREMISES** or contract sites insured by the required date(s)
- (iv) exercise the **COMPANYS** right to cancel the Policy
- (v) leave the policy or Section terms Conditions and Exceptions and the premium unaltered

The **COMPANY** will contact the **INSURED** with the **COMPANIES** decision and where applicable specify the date(s) by which any action(s) agreed need to be completed by the **INSURED** and or any decision by the **COMPANY** will take effect

The **COMPANYS** requirements and decisions will take effect from the date(s) specified unless and until the **COMPANY** agree otherwise in writing

If the **INSURED** disagree with the **COMPANYS** requirements and or decisions the **COMPANY** will consider the **INSUREDS** comments and where the **COMPANY** consider appropriate will continue to negotiate with the **INSURED** to resolve the matter to the **INSUREDS** and the **COMPANYS** satisfaction

In the event that the matter cannot be resolved:

- (i) The **INSURED** have the right to cancel this policy from a date agreed by the **INSURED** and the **COMPANY** and providing no claims have been made the **COMPANY** will refund a proportionate part of the premium paid for the unexpired period of cover
- (ii) The **COMPANY** may at the **COMPANYS** option exercise the **COMPANYS** right under Policy Condition 6 Cancellation

Except where stated all other policy Section terms Conditions and Exceptions will continue to apply.

The above conditions do not affect the **COMPANYS** right at Common Law

## **CONDITIONS PRECEDENT**

The following Conditions Precedent should be read in conjunction with Conditions Precedent applicable to the specific Sections of the Policy

### 1. **CLAIMS PROCEDURES**

#### **Applicable to all Sections other than Section 9 – Legal Liabilities**

It is a Condition Precedent to the **COMPANYS** liability that the **INSURED** shall

- (a) give immediate notice in writing to the **COMPANY** of anything which may give rise to a claim being made this Insurance
- (b) notify the police immediately of loss destruction or damage caused by malicious persons or thieves
- (c) provide the **COMPANY** with all information and help the **COMPANY** require in respect of the claim and where requested by the **COMPANY** and at the **INSUREDS** expense a written claim containing as much information as possible of the loss destruction or damage including the amount of the claim within
  - (i) 30 days of the **INSURED** becoming aware of the event or occurrence
  - or
  - (ii) 7 days in the case of loss destruction or damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons of you becoming aware of the event or occurrence or such further time as we may allow

#### **Applicable to Section 9 – Legal Liabilities**

It is a Condition Precedent to the **COMPANYS** liability that the **INSURED** shall

- (b) give immediate notice in writing to the **COMPANY** of anything which may give rise to a claim being made against the **INSURED** and for which there may be liability under this insurance
- (b) give immediate notice in writing to the **COMPANY** when any claim is actually made against the **INSURED** (whether written or oral) and for which there may be liability under this Insurance
- (c) advise the **COMPANY** in writing immediately the **INSURED** has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above
- (d) shall provide the **COMPANY** with such particulars and information as the **COMPANY** may require in relation to any occurrence or claim notified to the **COMPANY** and shall forward to the **COMPANY** immediately on receipt every letter claim form writ summons and process

The **COMPANY** shall be entitled at their discretion to take over and conduct in the name of the **INSURED** the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and the **INSURED** shall give all information and assistance required no admission of liability or offer promise or payment shall be made without the written consent of the **COMPANY**

### 2. **REASONABLE CARE**



It is a Condition Precedent to the **COMPANYS** liability that the **INSURED** shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the **BUSINESS** in proper repair and to employ only competent **EMPLOYEES** and to act in accordance with all statutory obligations and regulations the **INSURED** shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

### 3. **RISK IMPROVEMENTS**

It is a Condition Precedent to the **COMPANYS** liability that the **INSURED** shall comply and continue to comply with all risk improvement requirements notified to and agreed to by or on behalf of the **INSURED**

### 4. **MINIMUM STANDARDS OF SECURITY**

#### **Applicable to all Sections other than Section 9 – Legal Liabilities**

It is a Condition Precedent to the **COMPANYS** liability in respect of loss destruction or damage occurring more than 30 days after the inception of the Policy that

- (1) final exit doors must be secured by one of the following
  - (a) by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
  - (b) by cylinder mortice lock operating a swinging lock bolt
  - (c) by key operated multi-point locking devices having three or more locking points
  - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- (2) all other external doors and internal doors leading to common areas or other premises, must be secured
  - (a) by the means set out in (1) aboveor
  - (b) by key operated security bolts fitted top and bottom
- (3) all opening windows or rooflights accessible from the ground or via roofs pipework or other structures must be secured by key operated locking devices or screwed permanently shut
- (4) any security measures stipulated or agreed by the **COMPANY** in writing are implemented and in full and effective order

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements

### 5. **PROTECTIONS**

#### **Applicable to all Sections other than Section 9 – Legal Liabilities**

It is a Condition Precedent to the **COMPANYS** liability in respect of loss destruction or damage caused by Theft attempted Theft or Theft of **MONEY** that whenever the **PREMISES** are

- (1) closed for business

or

- (2) left unattended

all security devices provided to protect the **PREMISES** are properly fitted and put into full operation

## 6. UNOCCUPIED PREMISES

### Applicable to all Sections other than Section 9 – Legal Liabilities

It is a condition precedent to the liability of the **COMPANY** that when any **BUILDING(S)** become(s) **UNOCCUPIED**

- (a) the **PREMISES** are secured against illegal entry with all windows at ground level boarded or bricked up and with all windows at all other floor levels firmly secured so as to prevent unauthorised entry
- (b) all mains services are disconnected and all water pipes and tanks are drained down
- (c) all letterboxes are sealed to prevent insertion of any materials or liquids
- (d) the **PREMISES** are kept clear of all moveable combustible material
- (e) the **INSURED** or an authorised **EMPLOYEE** or the **INSUREDS** appointed agent inspect the **PREMISES** at least once each week and
  - (i) all defects in maintenance or security are rectified immediately
  - (ii) records of these inspections are kept and are available for inspection by the **COMPANY**
- (f) there is no refurbishment or renovation work unless previously agreed by the **COMPANY**

## 7. INTRUDER ALARM

**The following Condition Precedent applies only if stated under Additional Clauses operative in the SCHEDULE**

### Applicable to all Sections other than Section 9 – Legal Liabilities

It is a Condition Precedent to the **COMPANYS** liability in respect of loss destruction or damage caused by theft or attempted theft involving entry into or exit from the **PREMISES** by forcible and violent means that

- (1) whenever the **PREMISES** are closed for business or left unattended the Alarmed Premises are protected by the Intruder Alarm System
- (2) the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company as agreed with the **COMPANY**
- (3) no alteration to or substitution of
  - (a) any part of the Intruder Alarm System
  - (b) the procedures agreed with the **COMPANY** for police or any other response to any activation of the Intruder Alarm System
  - (c) the maintenance contract

shall be made without the **COMPANYS** written agreement

- (4) at least one Responsible Person must remain on the Alarmed Premises
  - (a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation
  - (b) if the police have withdrawn their response to alarm calls except where the **COMPANY** agree otherwise in writing
- (5) all keys to the Intruder Alarm System are removed from the **PREMISES** when the **PREMISES** are left unattended
- (6) The **INSURED** and each Keyholder
  - (a) keep secret the codes for the operation of the Intruder Alarm System  
and
  - (b) do not leave details of the codes on the **PREMISES**
- (7) The **INSURED** appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm  
  
The **INSURED** must also tell them of any change of Keyholders
- (8) when the Intruder Alarm System has been set and notice is given that it has been activated or the means of communication have been interrupted a Keyholder must attend the **PREMISES** as soon as possible following such notice and a Responsible Person must remain there until the requirements of paragraph 4 have been complied with  
  
This must be done unless the **COMPANY** have previously agreed in writing alternative procedures
- (9) if the **INSURED** receive notice
  - (a) that police response to alarm signals and or calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - (b) from a local authority or magistrate imposing any requirements for abatement of a nuisance
  - (c) from the installing company or another company as agreed by the **COMPANY** that the Intruder Alarm System cannot be returned to or maintained in full working order  
The **INSURED** must tell the **COMPANY** as soon as possible and in any event no later than 10.00am on the **COMPANYS** next working day and comply with all alternative security measures the **COMPANY** may reasonably require

## **Definitions**

The following definitions only apply to the Intruder Alarm System Condition Precedent

### **Alarmed Premises**

The **PREMISES** or those parts of the **PREMISES** protected by the Intruder Alarm System

### **Intruder Alarm System**

The component parts detailed in the alarm specification including the means of communication used to transmit signals

### **Keyholder**

The **INSURED** or any Responsible Person or keyholding company authorised by the **INSURED**

- (1) to accept notification of faults or alarm signals relating to the Intruder Alarm System
- (2) to attend and allow access to the PREMISES at least one of whom must be available at all times

### **Responsible Person**

The **INSURED** or any person authorised by the **INSURED** to be responsible for the security of the **PREMISES**

## **8. FIRE ALARM**

### **Applicable to all Sections other than Section 7 – Legal Liabilities**

It is a Condition Precedent to the **COMPANYS** liability in respect of loss destruction or damage caused by Fire or Explosion that where the **PREMISES** are protected by an automatic fire alarm installation the **INSURED** will:

- a) carry out the testing and checking requirements referred to on the completion certificate and remedy any defect disclosed.
- b) carry out the maintenance procedures specified by the manufacturers of the equipment.
- c) notify Insurers immediately of any disconnection or failure of the automatic fire alarm installation likely to leave the area unprotected for 12 hours or more
- d) record details of events such as alarm faults, tests, maintenance and disconnections and keep such details available for inspection by Insurers representatives.

## **9. FIRE EXTINGUISHING APPLIANCES**

### **Applicable to all Sections other than Section 7 – Legal Liabilities**

It is a Condition Precedent to the **COMPANYS** liability in respect of loss destruction or damage caused by Fire or Explosion that the **INSURED** maintain all fire extinguisher appliances on the **PREMISES** in proper working order and under a contract of maintenance during the **PERIOD OF INSURANCE**