

GM
INSURANCE
IMBER
BROKERS
& SONS LTD

POLICY WORDING

Policy Wording

Administered by G M Imber & Sons Ltd

Authorised and Regulated by the Financial Conduct Authority No. 448476
Registered Address: 77a High Street, East Grinstead, West Sussex, RH19 3DD
Registered in England No. 56072907

COMMERCIAL COMBINED INSURANCE POLICY

This is to Certify that in accordance with the authorisation granted under Contract to G M Imber & Sons Ltd to operate a binding authority underwriting agreement and to act on behalf of **Insurer(s)** whose name and proportion underwritten by them are supplied within the **Schedule** attaching to this **Policy** the said **Insurer(s)** are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

The **insurer(s)** hereby agree to the extent and in the manner hereinafter provided, to indemnify the **Insured** against loss or **damage** sustained or legal liability for accidents happening during the **period of insurance** stated in the **Schedule**, after such loss, **damage** or liability are proved.

PROVIDED always that:

- 1) the liability of the **Insurer(s)** shall not exceed the limits of liability expressed in the said **Schedule** or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the **Insurer(s)**;
- 2) this **Policy** insures in respect ONLY of such of the sections hereof as are so specified in the **Schedule**.

IN WITNESS whereof this **Policy** has been signed as follows:

100% with Syndicate DTW1991 at Lloyd's.

The subscribing **Insurer(s)** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing **Insurer(s)** are not responsible for the subscription of any co-subscribing **Insurer(s)** that for any reason does not satisfy all or part of its obligations.

This **Policy** is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this **Policy** has been signed on the date specified in the **Schedule** on behalf of
Authorised signatory

William Imber (Managing Director) G M Imber & Sons Limited
for and on behalf of **Insurer(s)**

POLICY GUIDE

Do not wait until **you** have a claim before **you** read and understand this **Policy** – please read it now and keep it in a safe place.

In particular make sure that:-

- All the details shown in the Schedule are correct (let **your** Insurance Broker know immediately if any changes are necessary).
- **You** have read the conditions relating to those Sections covered including the Policy Conditions and Policy Exclusions.
- **You** understand the notes on how to make a claim as stated in General Conditions and **your** duties in respect of Ministry of Justice Portal Claims as outlined in this guide below.
- **You** understand the notes and how to make a complaint as stated in the Complaints Section.

If **you** have any queries about the **Policy** do not understand any part of it or feel that it does not meet **your** requirements please consult **your** Insurance Broker

Important

This **Policy** has been issued to **you** based on the information supplied about **you your tenants your Business** and **your Property** in the Statement of Fact and other material information declared which forms the basis of the Contract between **you** and the **Insurer(s)**. It is therefore very important that **you** let **your** Insurance Broker know immediately of any changes that affect the information **you** have disclosed to us

For example in respect of legal liability exposures any material alterations such as changes in **your Business/trade** that affects the information **you** have disclosed to us

Whereas in respect of material damage exposures examples may include if **you** move **Property** or if the **Property** is to be **unoccupied** or if anything happens to change the use the nature or the value of the **Property** insured. Remember that these insurances are subject to average which means that if **you** are or become underinsured **you** may only be paid a proportion of any claim that **you** might make.

In the event of a general enquiry or query relating to **your Policy you** the **Insured** should contact G M Imber & Sons Ltd at the address below:

G M Imber & Sons Ltd
77a High Street
East Grinstead
West Sussex
RH19 3DD

In the event of a claim or any circumstance that is likely to result in a claim **you** must immediately notify the following:

Woodgate and Clark Claims Management Limited
The Red House
West Malling
Kent
ME19 6QT

Tel: 01732 848077

Email: new.claims@woodgate-clark.co.uk

MINISTRY OF JUSTICE (MOJ) PORTAL CLAIMS AND THE DUTIES OWED BY THE INSURED

The MOJ reforms are now in effect and apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may give rise to a claim and/or actual claims is vital to ensure investigations can be made in a timely fashion and to keep claim costs to a minimum.

Here is what to do if **YOU** receive a letter of claim or Claims Notification Form (CNF) from the claimant and/or claimant representative

If **You** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise **your Insurer(s)** is Syndicate DTW1991 at Lloyd's and their correspondence has been sent to Woodgate and Clark who are our Appointed Claims Administrator.

After acknowledging the claimant representative please send all correspondence immediately to Woodgate & Clark remembering to quote **your** Policy number and name as shown on the **Schedule**. Please note **Your** failure to immediately report a claim or circumstance which may give rise to a claim or to provide our appointed Claims Administrator with full cooperation could result in the support from this **Policy** being withdrawn.

We also remind **you** of **your** obligations under the Health and Safety at Work Act 1974 to protect the health safety and welfare of **your** Employees which includes:-

- Workplace risk assessments.
- Full and effective training.
- Provision of appropriate personal protective equipment (PPE).
- Communication of health and safety procedures.

It is understood by the **Insured** that any information provided to the **Insurer(s)** regarding the Insured will be processed by the **Insurer(s)** in compliance with the provisions of the Data Protection Act 1998.

We will use **your** information to manage **your** insurance **Policy** including underwriting and claims handling. This may include disclosing it to other **Insurer(s)** third party suppliers loss adjusters and reinsurers (the Group) or Governmental bodies. **Your** information includes data about **your** transactions. We may use and share **your** information with other members of the Group or Governmental bodies to help us and them:-

- assess financial and insurance risks.
- recover debt.
- prevent and detect crime.
- develop services and systems.

We do not disclose **your** information to anyone outside the Group except:-

- where we have **your** permission or;
- where we are required or permitted to do so by Law or;
- to other companies who provide a service to us or **you** or;
- where we may transfer rights and obligations under this agreement;

Sensitive Information

Some of the personal information we ask **you** for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about criminal convictions and civil proceedings). We will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to provide the services described in **your Policy** documents

Credit Reference Agencies

Your information may be linked to and **your** application assessed using credit reference agency records relating to anyone with whom **you** have a joint account or similar financial association.

Guidance Notes in Relation to Collection of Excess

Please note that payment of the **Excess** is a condition precedent and therefore in the event the **Excess** is not paid when requested the **Insurer(s)** will not pay the claim under this **Policy** and the **Insured** will have to pay any claims in full and may be liable to repay any costs incurred by the **Insurer(s)** up to the time of failure to pay the **Excess**.

The **Insured** will be asked to pay the **excess**:-

To encourage the reporting of claim circumstances the **Excess** will not be called for unless or until liability has been admitted or **Defence Costs** are incurred other than the **Insurer(s)** own salary and other internal costs. This will apply to all claims with the exception of third party property damage claims where the Insured will be asked for the **Excess** as soon as the claim has been lodged and indemnity confirmed.

Please note: No **Excess** will be payable unless a formal claim has been made by the claimant or a solicitor or other representative on their behalf. Failure to report an incident which may give rise to a claim may lead to Insurer(s) refusing to pay the claim.

ELTO Notice

Employers' Liability Tracing Office – Notice to Policyholders

This Notice does not form part of **your** contract of insurance and is for information purposes only

Certain information relating to **your** insurance **Policy** including without limitation the **Policy** number(s) employers names and addresses (including subsidiaries and any relevant changes of name) coverage dates employers reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurer(s) Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (the "Claimants"):-

1. to identify which **Insurer(s)** was (or were) providing employers' liability cover during the relevant periods of employment and;
2. to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants their appointed representatives Insurer(s) with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **Policy you** will be deemed to specifically consent to the use of **your** insurance **Policy** data in this way and for these purposes.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information

The Insurer(s) and other organisations may also access and use this information to prevent fraud and money laundering when for example

- checking applications for and managing credit and other facilities and recovering debt
- checking insurance proposals and claims
- checking details of job applicants and Employees

The Insurer(s) and other organisations that may access and use information recorded by fraud prevention agencies may do so from other countries

Statutory Status Disclosure

Syndicate DTW 1991 at Lloyd's is an appointed representative of R&Q Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Policy Definitions

Wherever the following words and phrases appear in the **Policy** they will always have the same meaning

Accounts Receivable

The total amount of the balances debited to **Customers** in the **Insured's** accounts and declared in the statement last given under the provisions of the Premium Adjustment Clause after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customers** accounts in the period between the date of the said statement and the date of the **Damage**.

Annual Gross Rentals

The **Gross Rentals** during the 12 months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have effected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Annual Gross Revenue

The **Gross Revenue** during the 12 months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have effected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Annual Turnover

The **Turnover** during the 12 months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have effected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Auditors Fees

Necessary and reasonable fees payable by the **Insured** to their auditors or professional accountants (being Auditors or Professional Accountants regularly acting as such for the **Insured** at the time the **Property Insured** was **Damaged**) for producing such particulars or details contained in the **Insured's** book of accounts or other **business** documents or such other proofs, information or evidence as may be required by the **Insurer(s)**.

Building(s)

The building(s) situate at the address(es) specified in the **Schedule** including landlords fixtures and fittings in or on the buildings. Unless more specifically **Insured**, buildings include annexes and small outbuildings, and conveyors, trunks, lines, wires, service pipes and other equipment relating to the buildings, walls, gates, fences, yards and car parks the property of the **Insured** or for which the **Insured** is legally responsible at the **Premises**.

Business

The **business** specified in the **Schedule** conducted at or from **Premises** in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

- the ownership, repair and maintenance of the **Insured's** own property
- provision and management of canteen, social, sports and welfare organisations for the benefit of any **Person Employed** and medical, fire fighting, and security services
- private work undertaken by any **Person Employed** for any director or partner of the **Insured** with the prior consent of the **Insured**.

Business Hours

The **Insured's** usual office hours and the working hours (including overtime) during which the **Insured** or any person entrusted by the **Insured** with the **Money** and **Non Negotiable Items** are on the **Premises** for the purpose of the **Business**.

Compensation

The amount payable under the appropriate item specified in the **Schedule**.

Computer Virus

A corrupting instruction that propagates itself via a computer system or network.

Consequential Loss

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

Customers

All customers of the **Insured** who obtain goods or services from the **Insured** on a credit basis.

Damage(d)

Except where expressly provided otherwise, loss, destruction or **damage** to the **Property Insured**.

Death

Injury which within 12 months from its occurrence is the sole and direct cause of death.

Defence Costs

Defence Costs include legal expenses:

incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured**:

- for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
- for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
- incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007
- arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy**

Defined Peril

The words **Defined Peril** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, theft, earthquake, storm, flood, overflowing or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal, falling trees, branches and falling aerials.

Electronic Data

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

Employee(s)

- a) Any person under a contract of service or apprenticeship with the **Insured**
- b) Any person who is hired to or borrowed by the **Insured**
- c) Any person engaged in connection with a work experience or training scheme
- d) Any labour master or person supplied by him
- e) Any person engaged by labour-only sub-contractors
- f) Any self-employed person working on a labour only basis under the control or supervision of the **Insured**.

Estimated Gross Profit

The amount declared by the **Insured** to **Insurer(s)** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months).

Estimated Gross Revenue

The amount declared by the **Insured to Insurer(s)** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the

Period of Insurance

(or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months).

Estimated Gross Rentals

The amount declared by the **Insured to Insurer(s)** as representing not less than the **Gross Rentals** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months).

Excess

The first part of each and every loss which the **Insured** must bear after the application of any condition of average.

Glass

All fixed plain sheet or plain **Glass** in windows, doors, fanlights, skylights, partitions, furniture, display and show cases, counters or shelves or mirrored Glass fixed hand basins, lavatory bowls, bidets, shower trays and baths including lettering, embossing, beading, silvering or ornamental work at the **Premises** stated in the **Schedule**.

Gross Profit

The amount by which;

- a) the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress shall exceed
- b) the sum of the amount of the opening stock and work in progress and the amount of the **Uninsured Working**

Expenses

The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with the **Insured's** usual accounting methods due provision being made for depreciation.

Gross Revenue

The money paid or payable to the **Insured** for services rendered in the course of the **Business** at the **Premises** less the amount of any **Uninsured Working Expenses**.

Gross Rentals

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

Indemnity Period

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

Injury

Bodily injury, death, disease, illness or nervous shock of or to any person.

Insured(s)

The firm, company or individual named in the **Schedule**.

Insured Person

The **Insured / You / Your** means:

the person, persons or corporate body named in the **Schedule** subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurer(s)**.
any director, manager or partner of the **Insured** or any **Employee** aged not less than 16 years nor more than 70 years.

Insurer(s)

Syndicate DTW1991 at Lloyd's unless otherwise stated within the **schedule** attaching to this **policy**.

Licence

The Licence granted for the retail sale of excisable Liquor at the **Premises**.

Loss of Limb(s)

Injury which within 12 months from its occurrence is the sole and direct cause of physical severance or the total or permanent loss of use of one or both arms, hands, legs or feet.

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

Machinery, Plant and Equipment

Machinery, plant, equipment, fixtures, fittings, office machines and furniture and all other contents the property of the **Insured** or for which the **Insured** is legally responsible in the **Premises** specified in the **Schedule**. All other contents includes;

- a) documents, manuscripts and **business** books, but only for the value of the materials as stationery together with the cost of clerical labour actually expended in reinstatement and not for the value of the information contained therein, for an amount not exceeding GBP 2,500 in total
- b) computer systems records but only for the value of the recording hardware or blank media together with the cost of clerical labour actually expended in copying such records from back up or from originals of a previous generation and not for the value of the information contained therein, for an amount not exceeding GBP 10,000 in total. Copying costs will not include research or engineering or any costs of recreating, gathering or assembling data
- c) patterns, models, plans and designs, but only for the value of the materials together with the cost of labour expended in reinstatement and so far as the same are not otherwise **Insured**, and not for the value of the information contained therein, for an amount not exceeding GBP 2,500 in total
- d) directors, **Employees**, visitors and customers personal effects, pedal cycles, tools, instruments and the like, for an amount not exceeding GBP 250 in total in respect of any one person.

Maximum Indemnity Period

As stated in the **Schedule**.

Medical Expenses

Necessary medical, hospital, surgical, manipulative, therapeutic and x-ray fees and nursing treatment, emergency dental and emergency optical charges incurred as a direct result of **Injury**. This shall be deemed to include the costs of medical supplies and ambulance hire.

Money

Current coinage, bank and currency notes, uncrossed cheques, giro cheques, bankers drafts, uncrossed postal and money orders, unexpired units in franking machines, unused postage and National Insurance stamps, **business** travel tickets, luncheon vouchers, trading stamps, holiday with pay stamps, gift vouchers and bills of exchange.

Non-Negotiable Items

Money consisting of crossed cheques, crossed national giro payment orders, crossed bankers' drafts, VAT purchase invoices, crossed postal orders, crossed money orders, national savings certificates, premium bonds, credit card and debit card vouchers and unused franking machine units.

Notifiable Disease

Illness sustained by any person resulting from any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS-related condition) an outbreak of which the competent local authority has stipulated shall be notified to them.

Outstanding Debit Balances

The total amount due to the **Insured** at the date of the **Damage** less bad debts.

Period of Insurance

Any period for which the **Insurer(s)** may accept payment of a premium in respect of this **Policy**.

Permanent Total Disablement

Injury (not resulting in **Loss of Limb(s)** or **Loss of Sight**) which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to his usual **business** or occupation with proof satisfactory to the **Insurer(s)** that such disablement has continued for one year from the date of the occurrence of **Injury** and will in all probability continue for the remainder of the **Insured Persons** life.

Person Employed

Employee being a person under a contract of service or apprenticeship with the **Insured** labour master and persons supplied by him person employed by labour only sub-contractors self employed person under the control of the **Insured** person hired to or borrowed by the **Insured** person undertaking study or work experience or youth training scheme with the **Insured** working for the **Insured** in connection with the **Business**.

Policy

The entirety of the **Policy** of insurance specified in the **Schedule** and/or contained in any and all endorsements or amendments forming part of the **Policy** (whether or not such endorsements or amendments are agreed prior to the **Policy** of insurance coming into force or at any time thereafter). All references to the terms of this **Policy** shall be construed as references to the entire **Policy**, including all terms, conditions, exclusions, **Sums Insured**, excesses, deductibles, limits, **Schedules**, endorsements, amendments and any other written contractual provisions that form part of the **Policy**.

Pollution

Pollution means **pollution** or contamination of the atmosphere, or of any water, land, buildings or other tangible property

Premises

The Address(es) specified in the **Schedule**.

Product

Any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

Property Insured

Except where expressly provided otherwise, the **Buildings, Stock, Machinery, Plant and Equipment** at the **Premises**, all as defined in these General Definitions, if and to the extent they are included as **property Insured** in the **Schedule**.

Proposal

The signed Proposal form, Statement of Fact or any additional information supplied to the **Insurer(s)** by or on behalf of the **Insured**.

Rate of Gross Profit

The rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Rent

Periodic payments made by or to the **Insured** for the lease of the **Buildings** specified in the **Schedule**.

Schedule(s)

The **Schedule** specifying the terms and extent of this **Policy**.

Standard Gross Rentals

The **Gross Rentals** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have effected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Standard Gross Revenue

The **Gross Revenue** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have effected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Standard Turnover

The **Turnover** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have effected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Stock

Stock, merchandise and materials in trade, including work in progress and packing materials belonging to the **Insured** or held by the **Insured** in trust or on commission and for which the **Insured** is legally responsible or for which the **Insured** has accepted liability in the **Premises** shown in the **Schedule**.

Sum Insured/Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items **Insured**.

Temporary Total Disablement

Injury which within 12 months from its occurrence is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to his usual **business** or occupation for a period not exceeding 104 weeks.

Tenants Improvements

Improvements and decorations to the **Building(s)** specified in the **Schedule** for which the **Insured** is legally responsible.

Territorial Limits

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

Terrorism

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

Turnover

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

Uninsured Working Expenses

As stated in the **Schedule**.

Unoccupied

When the **Premises** are closed for **Business** for a period in excess of 7 consecutive days.

Section 1 – Property Damage – All Risks

Insurer(s) agree that if any of the **Property Insured** described be accidentally lost, destroyed or **Damaged** whilst situated at the **Premises** or anywhere within the **Territorial Limits** as specified in the **Schedule** the **Insurer(s)** will pay the **Insured** the value of the property at the time of the **Damage** or at the **Insurer(s)** option reinstate or replace such property or part of it.

Provided that the liability of the **Insurer(s)** under this Section shall not exceed;

- a) in whole the total **Sum Insured** or in respect of any item its **Sum Insured** or any other **Limit of Liability** stated in the **Schedule** at the time of **Damage**
- b) the **Sum Insured** or any other **Limit of Liability** remaining after deduction for any other **Damage** occurring during the same **Period of Insurance** unless the **Insurer(s)** shall have agreed to reinstate any such **Sum Insured** or any other **Limit of Liability**

adjusted in accordance with *the Inflation Protection Clause* if applicable.

The liability of the **Insurer(s)** under this Section does not cover **Damage** to any property whatsoever or any loss or expense whatsoever resulting arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed from;

- i) the amount of the **Excess** specified in the **Schedule**
- ii) **Damage** caused by, or following upon, subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage or expansion, of any building or foundation
- iii) mechanical and/or electrical derangement and/or breakdown, breakage of valves filaments and the like, burning out or **Damage** directly caused by short circuiting, and/or claims arising from overheating
- iv) **Damage** caused by moth, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect, mysterious disappearance or unexplained shortage
- v) **Damage** caused by faulty manipulation, scratching or denting, or loss of magnetism and/or erasure of tapes, or faulty projection, shortage in weight, contamination, taint or insufficiency of insulation
- vi) breakage of articles of a brittle nature (other than jewellery) unless such breakage is caused by burglars, thieves, or fire, and/or breakage of glass, over winding or internal **damage** of clocks and/or watches
- vii) loss by delay, loss of market, **Consequential Loss** of any and every description
- viii) **Damage** which may be sustained whilst the **Property Insured** is being worked upon, or is under any process, and directly resulting therefrom
- ix) **Damage** caused by climatic or atmospheric conditions or extremes of temperature
- x) infidelity or dishonesty by the **Insured** or any **Employee(s)**
- xi) **Damage** to aircraft, watercraft, vehicles, livestock, growing timber or crops, jewellery, furs, watches, precious metals/stones, money, documents, data or word-processing media or computer systems records
- xii) **Damage Insured** more specifically under any other Section or Sections of this Insurance, or any other Insurance

Property Damage Clauses

(The following clauses are applicable to Section 1)

Additional Metered Water Charges Clause

Additional metered water charges incurred by the **Insured** as a result of **Damage** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the **Damage** provided that the maximum amount payable under this Clause in any one **Period of Insurance** shall not exceed GBP 5,000.

Architects, Surveyors, Legal and Consulting Engineers Fees Clause

An amount in respect of architects, surveyors, legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the **Property Insured** consequent upon its **Damage** but not for preparing any claim it being understood that the amount payable for such destruction or **Damage** and fees shall not exceed in the aggregate the **Sum Insured**.

Capital Additions Clause

Subject to its terms and conditions;

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise **Insured**
- b) alterations, additions and improvements to buildings but not in respect of any appreciation in value anywhere in the United Kingdom provided that;
 - i) at any one situation this cover shall not exceed GBP 500,000 of the **Sum Insured** by this Section but in no case exceeding GBP 1,000,000
 - ii) the **Insured** undertake to give particulars of such extension of cover as soon as practicable and in any event within 6 months of any newly acquired and/or newly erected buildings or alterations, additions and improvements to buildings and to effect specific insurance thereon retrospective to the date of the commencement of the **Insurer(s)** liability
 - iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

European Community and Public Authorities Clause

Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of;

- a) European Community Legislation
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of:
 - i) the lost, destroyed or **Damaged** property thereby **Insured**
 - ii) **undamaged** portions thereof

Excluding;

- a) the cost incurred in complying with the Stipulations:-
 - i) in respect of **Damage** occurring prior to the granting of this Clause
 - ii) in respect of **Damage** not **Insured** by this Section
 - iii) under which notice has been served upon the **Insured** prior to the happening of the **Damage**
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely **undamaged** by any **Defined Peril**
- b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions

1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time as the **Insurer(s)** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **Insurer(s)** under this Clause not being thereby increased

2) If the liability of the **Insurer(s)** under (any item of) this Section apart from this Clause shall be reduced by the application of any of the terms and conditions of the **Policy** then the liability of the **Insurer(s)** under this Clause (in respect of any such item) shall be reduced in like proportion

- 3) The total amount recoverable under any item of this Section in respect of this Clause shall not exceed;
- a) in respect of the lost, destroyed or **Damaged** property
 - i) 15% of its **Sum Insured**
 - ii) where the **Sum Insured** by the item applies to property at more than one premises 15% of the total amount for which the **Insurer(s)** would have been liable had the **Property Insured** by the item at the premises where the **Damage** has occurred been wholly destroyed
 - b) in respect of **undamaged** portions of property (other than foundations) 15% of the total amount for which the **Insurer(s)** would have been liable had the **Property Insured** by the item at the premises where the **Damage** has occurred been wholly destroyed
- 4) The total amount recoverable under any item of this Section shall not exceed its **Sum Insured**
- 5) All the terms and conditions of the **Policy** except insofar as they are varied hereby shall apply as if they had been incorporated herein.

Extinguishment and Alarm Resetting Expenses Clause

The reasonable costs incurred by the **Insured** in refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire or intruder alarms as a result of **Damage** to the **Property Insured**.

Inflation Protection Clause

The **Insurer(s)** will adjust the **Sum Insured** in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted **Sum Insured**.

Machinery Maintenance Clause

In respect of any vessel, machinery or apparatus or its contents belonging to or under the control of the **Insured** which requires to be examined to comply with any Statutory Regulations cover against **Damage** caused by an explosion thereof is subject to the provision that such vessel, machinery or apparatus shall be the subject of a **policy** or contract providing the required inspection service.

Misappropriation of Property Insured

Notwithstanding Policy Exclusion 4). Insurer(s) hereby agree to extend this section up to a maximum of GBP 5,000 in respect of theft of the **Property Insured** in circumstances where possession is obtained by fraud, trick or false pretence, other than by collusion with the **Insured** or any **Employee** of the **Insured**, including any member of their family/families.

It is a condition precedent to **Insurer(s)** liability that the Insured shall take all reasonable measures to obtain at least two separate forms of valid identification, comprising any two from a passport, driving licence, credit card, birth certificate or public utility bill, from any prospective hirer of any bouncy castle or other inflatable equipment.

Mortgagees and Other Interests Clause

The act or neglect of any mortgagor or occupier of any **Buildings** hereby **Insured** whereby the risk of **Damage** is increased without the authority or knowledge of any mortgagee shall not prejudice the interest of the latter party (or parties) in this insurance provided they shall notify the **Insurer(s)** immediately on becoming aware of such increased risk and pay additional premium if required.

Reinstatement of Sum Insured Clause

In the event of loss the **Sum Insured** by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the **Insurer(s)** or by the **Insured** and the **Insured** undertake to pay such necessary premiums as may be required for such reinstatement from that date.

Removal of Debris Clause

Costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurer(s)** in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the **Property Insured**
- d) clearing drains, sewers and gutters at the **Property Insured**

as a result of **Damage** hereby **Insured** against

The **Insurer(s)** will not pay for any costs or expenses;

- i) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site

- ii) arising from **pollution** or contamination of property not **Insured** by this Section

The liability of the **Insurer(s)** under this Clause and this Section in respect of any item shall in no case exceed the **Sum Insured** thereby.

Repairs and Alterations Clause

Joiners and other tradesmen may be employed to effect minor repairs or minor structural alterations other than any work involving the use of heat such as blow lamps, welding or cutting equipment in the **Premises** without prejudice to the insurance hereby.

Subrogation Waiver Clause

In the event of a claim arising under this Section the **Insurer(s)** agree to waive any rights, remedies or relief to which they might have become entitled by subrogation against;

- a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to the **Insured** as defined in the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**
- b) any company which is a subsidiary of a Parent Company of which the **Insured** are themselves a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**
- c) any tenant provided that;
 - i) the **Damage** did not result from a criminal fraudulent or malicious act of the tenant and
 - ii) the tenant contributes to the cost of insuring the **Property Insured** against the event which caused the **Damage**.

Temporary Removal Clause

The insurance by each item of **Property Insured** extends to cover telephones, gas, water and electric instruments, meters, piping, cabling and accessories including similar property in the adjoining yards and roadways or underground (and pertaining to any **Building Insured** by this section), all belonging to the **Insured** or for which the **Insured** is responsible.

Unauthorised Use of Utilities Clause

The cost of metered electricity, gas or water for which the **Insured** are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the **Property Insured** without the **Insured's** authority provided that the **Insured** shall take all practical steps to terminate such unauthorised use as soon as it is discovered provided that the maximum amount payable under this Clause shall not exceed in any one **Period of Insurance** GBP 10,000.

Unoccupied Buildings Clause

- a) Whenever the **Property Insured** by this Section is **Unoccupied** the Unoccupancy Conditions will apply
- b) The **Insurer(s)** must be notified in writing immediately if any **Unoccupied** building or **Unoccupied** portion of a **Building Insured** hereby becomes occupied or any occupied building becomes **Unoccupied** and a suitable extra premium paid if required.

Section 2 - Glass

Breakage of **Glass** at the **Premises** as specified in the **Schedule** including;

- a) The reasonable cost of boarding up rendered necessary by such breakage
- b) The reasonable cost of repairing or replacing window frames and framework consequent upon the breakage of **Glass**
- c) The reasonable cost of refitting alarm foil consequent upon the breakage of **Glass**

The liability of the **Insurer(s)** under this Section does not cover;

- a) The amount of the **Excess** specified in the **Schedule**
- b) **Consequential Loss** of any kind or description except as stated herein to the contrary
- c) Any breakage arising directly or indirectly from: -
 - i) alterations or repairs to the **Premises** or occurring whilst the **Premises** are empty or not in use
 - ii) defects in frames, framework or other fittings

Provided that the liability of **Insurer(s)** shall not exceed the **Sum Insured** stated in the **Schedule** at the time of the **Damage**.

Section 3 – Deterioration of Stock

Damage to foodstuffs the property of the **Insured** or held by the **Insured** in trust or on commission or for which they are responsible whilst at the **Premises** contained in the refrigerating units specified in the **Schedule**, by deterioration, contamination or putrefaction caused by or arising from;

- a) rise or fall in temperatures as a result of: -
 - i) the breaking, distortion or burning out of any part of the unit (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions
 - ii) non-operation of the thermostatic or automatic controlling devices forming part of the unit
 - iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority

- b) Accidental leakage of refrigerant or refrigerant fumes from the unit which occurs during the **Period of Insurance**.

It is a condition precedent to liability that any unit which at the commencement of any **Period of Insurance** is more than 5 years old must be the subject of a regular maintenance agreement with a suitably qualified engineer and there must be evidence of the unit having been maintained within the last 12 months.

It is a condition precedent to liability that the **Damage** shall be certified by the issue of a Condemnation Certificate by the relevant authority under current legislation.

The liability of the **Insurer(s)** under this Section does not cover;

- a) **Damage** resulting from: -
 - i) failure of the public supply services which do not exceed 30 consecutive minutes
 - ii) failure of the public supply services due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the public supply undertakings systems or any scheme of rationing not necessitated solely by accidental **damage** to the public supply undertaking's generating or supply equipment
 - iii) wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit or incorrect setting of thermostats and automatic controls

- b) The amount of the **Excess** specified in the **Schedule**.

Section 4 – Money and Assault

Sub-Section 1 – Money and Non Negotiable Items

The **Insurer(s)** agree to the extent and in the manner provided herein to indemnify the **Insured** for amounts not exceeding the limits and **Sum Insured** stated in the **Schedule** against;

- a) **Damage to Non Negotiable Items** from any cause
- b) **Damage to Money** from any cause whilst:
 - i) in the **Premises** outside **Business Hours** not contained in locked safes or strongrooms
 - ii) in the private residence of the **Insured** or any authorised partner, director or **Employee** of the **Insured**
 - iii) in the **Premises** outside **Business Hours** contained in locked safes or strongrooms described in the **Schedule**
 - iv) on the **Premises** during **Business Hours**
 - v) whilst in transit or bank night safe
 - vi) in a gaming, amusement or vending machine
- c) **Damage** caused by thieves to safes and strongrooms (as described in the **Schedule**), stamp franking machines, approved security cases, bags or waistcoats containing the **Non Negotiable Items** and **Money Insured** hereby occurring during the **Period of Insurance**.

It is a condition precedent to liability that;

- a) any till or cash register on the **Premises** shall be left open and unlocked outside of **Business Hours**
- b) a daily record be kept of all **Money** in transit and on the **Premises** and that such record shall be deposited in a safe place other than in the safes or place containing the **Money**
- c) outside of **Business Hours** the safes and strongrooms are kept locked and the keys of the safes and strongrooms are not left on the **Premises**.

It is a condition precedent to liability that where **Money** in excess of GBP 2,500 are in transit the items will be escorted as follows:

<u>Amount in Transit</u>	<u>Minimum Escort</u>
GBP 2,500 – GBP 5,000	2 able bodied and responsible Insured Persons
GBP 5,001 – GBP 7,500	3 able bodied and responsible Insured Persons
GBP 7,501 – GBP 10,000	4 able bodied and responsible Insured Persons
GBP 10,001 and over	Approved Security Company

The liability of the **Insurer(s)** under Sub-Section 1 does not cover;

- a) Shortages due to clerical or accounting errors
- b) **Damage** due to the fraud or dishonesty of any person employed by the **Insured**:-
 - i) not discovered within 7 working days of its occurrence
 - ii) more specifically **Insured** by any other insurance or insurances except in respect of any loss beyond the amount payable under such other insurance or insurances
- c) **Damage to Money** and or **Non Negotiable Items** from:-
 - i) vending or gaming machines unless specifically stated in the **Schedule**
 - ii) unattended vehicles
 - iii) any unattended room in the **Premises** during **Business Hours** for an amount exceeding GBP 500 unless in a locked desk or cupboard, strong box or safe with keys removed from the room
- d) **Damage** arising elsewhere than in the **Territorial Limits**
- e) The amount of any applicable **Excess** specified in the **Schedule**.

Sub-Section 2 - Assault

In the event of **Injury** to an **Insured Person** as a direct result of assault, robbery or hold up or any attempt thereat at the **Premises** or whilst carrying **Money** relating to the **Business**, then the **Insurer(s)** will pay the **Compensation** specified in the **Schedule** in respect of the following;

- a) **Death**
- b) **Loss of Sight**
- c) **Loss of Limb(s)**
- d) **Permanent Total Disablement**
- e) **Medical Expenses**
- f) **Temporary Total Disablement.**

The **Compensation** payable in respect of **Temporary Total Disablement** shall not exceed the **Insured Persons** weekly remuneration from the **Insured**.

It is a condition precedent to liability that;

- 1) In the event of any **Injury**, the **Insured Person** must place themselves under the care of a fully qualified medical practitioner and act upon such medical or surgical advice as is given as soon as practicable
- 2) The **Insured** shall notify the **Insurer(s)** within 7 days of the incident giving rise to the claim providing all necessary details and obtain at his or her own expense any medical report(s) as may be required by the **Insurer(s)**
- 3) The **Insured Person** shall at the **Insurer(s)** request submit themselves to medical examination at the **Insurer(s)** expense as often as they deem necessary
- 4) No **Compensation** shall be payable until the period of Disablement has been determined and (where Temporary) ceased
- 5) Notwithstanding anything to the contrary in 4) above, **Insurer(s)** may at their discretion pay any **Compensation** due at intervals in arrears
- 6) **Compensation** will only be paid by **Insurer(s)** on production of a medical certificate or other such written evidence from a qualified medical practitioner.

The liability of the **Insurer(s)** under Sub-Section 2 does not cover;

- i) Under more than one item of a) to d) above in connection with the same incident, except that if any personal **Injury** is payable under item d) it shall be deducted from any amount subsequently paid under items a) b) or c)
- ii) For **Death Injury Permanent Total Disablement** or **Temporary Total Disablement** caused or contributed to or arising from any pre-existing defect infirmity illness or disease

Section 5 – Goods in Transit

For the purposes of this Section only, “**Property Insured**” shall be defined goods whether contained in one or a number of parcels, packages or containers or in bulk sent at one time in one load from one address to another, such goods being the property of the **Insured** or for which the **Insured** is legally responsible.

The **Insurer(s)** will by payment or at their option by reinstatement, replacement or repair indemnify the **Insured** against **Damage** from any cause not specifically excluded which occurs during the **Period of Insurance** to the **Property Insured** whilst;

- a) conveyed by or in charge of a carrier for the purpose of transportation by him
- b) conveyed by or temporarily housed upon a vehicle or trailer owned or operated by the **Insured**
- c) loaded on to or unloaded from the means of conveyance as described in a) or b) above
- d) delivered to or collected from the carrier
- e) conveyed by any vehicle or trailer (whether belonging to the **Insured** or otherwise) to which goods or merchandise are transferred in order to complete a journey following breakdown of or accident to the original carrying vehicle

Provided that the liability of the **Insurer(s)** shall not exceed the Limits of Liability stated in the **Schedule**.

The **Insurer(s)** will also pay;

- 1) Additional costs necessarily incurred in:-
 - i) transferring the **Property Insured** to another conveyance and/or delivering / returning such property to its original destination / place of dispatch if any vehicle is disabled as a result of an accident
 - ii) re-loading on to any vehicle any of the **Property Insured** fallen from such vehicle
 - iii) removing debris consequent upon **Damage** to any of the **Property Insured** up to an amount not exceeding GBP 1,000 for any one event
- 2) For **Damage** which occurs to:-
 - i) Sheets, tarpaulins, ropes, toggles, chocks, chains, skips and trolleys whilst carried in the course of transit by any vehicle up to an amount not exceeding GBP 1,000 any one loss but excluding the first GBP 50 of each and every loss
 - ii) personal property belonging to an **Insured Person** whilst carried in any vehicle conveying **Property Insured** up to an amount not exceeding GBP 150 any one person but excluding the first GBP 25 of each an every loss.

It is a condition precedent to liability that;

The **Insured** must take all reasonable precautions to prevent **Damage** by:-

- a) maintaining vehicles in an efficient and roadworthy condition and ensuring that they are suitable for the purpose for which they are to be used
- b) exercising reasonable care in the selection of **Employees** obtaining references and in providing instruction to and supervision of **Employees** packaging and labelling and addressing the **Property Insured**
- c) complying with regulations imposed by any lawful authority.

The liability of the **Insurer(s)** under this Section does not cover;

- a) **Damage** resulting from theft or attempted theft from any unattended vehicle or trailer unless: -
 - i) all doors, windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors, ignition or other services removed

- ii) after last **business** transit of the day until collected by the driver for the next **business** transit, the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.
- b) **Damage to:** -
- i) coins, bank notes, treasury notes, stamps and cheques, securities, bills of exchange, promissory notes
 - ii) deeds, bonds, documents, manuscripts, **business** books, computer system records
 - iii) patterns, models, moulds, plans or designs
 - iv) furs, jewellery, precious stones, precious metals or bullion
 - v) livestock
 - vi) explosives or goods of a dangerous nature
 - vii) property dispatched on FOB terms
 - viii) property conveyed in a refrigerated, frozen, chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an accident to the vehicle or trailer unless otherwise stated in the **Schedule** to this Section.
- c) **Damage due to:** -
- i) wear and tear, gradual deterioration, contamination, depreciation, inherent vice or nature of the **Property Insured**
 - ii) normal atmospheric conditions where the **Property Insured** is on an open vehicle or trailer unless such property shall have been adequately and properly protected
 - iii) mechanical / electrical breakdown, failure or derangement unless exterior **damage** first occurred to the

Property Insured

- iv) delay, loss of market inventory, shortages, mysterious or unexplained disappearances or any

**Consequential
Loss** of any kind

- v) Packing which was inadequate to withstand normal handling during transit
- vi) Theft or attempted theft of goods from open backed, soft sided or soft topped vehicles or trailers
- vii) The dishonesty of any person to whom goods have been entrusted

- d) The amount of the **Excess** specified in the **Schedule**.

Section 6 – Loss of Licence

In the event of a **Licence** granted in respect of the **Premises** for the sale by retail of excisable liquors (the Licence) becoming suspended or forfeited under the provisions of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority at any time during the **Period of Insurance** such suspension forfeiture or refused renewal being occasioned by reasons beyond the control of the **Insured**, the **Insurer(s)** will pay or make good to the **Insured** all loss that the **Insured** shall sustain in respect of;

- a) the depreciation in value of the interest of the **Insured** in the **Premises** and loss of **Gross Revenue** by the suspension, forfeiture of or refusal to renew the **Licence** up to an amount not exceeding the **Sum Insured** stated in the **Schedule**
- b) in addition, the costs and expenses incurred by the **Insured** with the written consent of the **Insurer(s)** in connection with any appeal against the suspension, forfeiture of or refusal to renew the **Licence**.

It is a condition precedent to liability that;

- a) if the **Insured** shall be entitled to obtain the payment of compensation under the provisions of any statute or statutory instrument or regulation in respect of the suspension of forfeiture of or refusal to renew the **Licence** no claim shall arise under this Section
- b) in the event of the death, bankruptcy, incapacity, desertion of the premises or conviction (for any offence where such conviction affects the character or reputation of the convicted person with respect of his honesty, moral standing or sobriety) of the tenant manager, occupier or **Licence** holder the **Insured** shall where practicable and at the request of the **Insurer(s)** procure a suitable person to replace him and one to whom the Justices will transfer the **Licence** or grant the **Licence** by way of renewal
- c) if the suspension of, forfeiture of or refusal to renew the **Licence** be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the **Insured** or by any omission of the **Insured** to take any step necessary for keeping the **Licence** in force, no claim shall arise under this Insurance unless the **Insured** or any other claimant hereunder shall prove to the reasonable satisfaction of the **Insurer(s)** that such matter was beyond his or their power or control
- d) The **Insured** shall on becoming aware of any;
 - i) complaint against the **Premises** or the control thereof
 - ii) proceedings against or conviction of the **Licence** holder, manager, tenant or occupier of the **Premises** for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect of his honesty moral standing or sobriety
 - iii) transfer or proposed transfer of the **License**
 - iv) alteration in the purpose for which the **Premises** are used
 - v) objection to renewal or other circumstances which may endanger the **Licence** or renewal thereof immediately give notice thereof in writing to the **Insurer(s)** and supply such additional information and give such assistance as the **Insurer(s)** may reasonably require.
- e) If the suspension of forfeiture of or refusal to renew the **Licence** be occasioned wholly or partly by a criminal act of the owner, manager or **Employees**, no claim shall arise under this Insurance
- f) The **Insured** will not use any reference to the **Insurer(s)** hereon to promote his/her **business**.

For the purposes of this Section only the definition of the **Insured** is deemed to include the **Licence** holder. The liability of the **Insurer(s)** under this Section does not cover the refused renewal suspension or forfeiture of the **Licence** arising directly or indirectly from any scheme of town or country planning improvement or redevelopment compulsory purchase or from any alteration of the law affecting the grant surrender, refusal to renew, suspension or forfeiture of licenses.

Section 7 - Computer

The following definitions apply for the purposes of this Section only

Accident

Shall mean;

- a) **Damage Insured** under Sub-Sections 1 or 2 of this Section
- b) **Damage** recoverable under guarantee or under a maintenance, rental, hire or lease agreement on the **Computer Equipment** or **Portable Equipment**
- c) the accidental failure or fluctuation of the public supply of electricity at the terminal point of the supply undertaking's feed to the **Premises** from any cause not specifically excluded
- d) the accidental failure of any telecommunications system used in connection with the computer operations
- e) the accidental failure of the internal distribution wiring within the **Premises** for supply of electricity from mains to the **Computer Equipment** or **Portable Equipment** from any cause not specifically excluded.

Ancillary Equipment

Being all equipment solely for use with the **Computer Equipment** comprising air conditioning and cooling equipment, generating equipment, voltage regulating equipment, satellite and telecommunication links, computerised telephone exchanges, electronic access equipment and temperature and humidity recording equipment.

Computer Equipment

Being all equipment (including fixed disks and interconnected wiring) used for processing electronic data together with visual display units, printers and **Data Carrying Materials** but excluding;

- a) **Portable Equipment** away from the **Premises**
- b) equipment held as stock or customer equipment held in trust
- c) Facsimile and photocopying machines, digital cameras and similar machinery not associated with the processing of electronic data
- d) Any equipment controlling or monitoring any manufacturing process.

Data Carrying Materials

Being all current back-up disks, tapes or other materials but excluding fixed disks and paper records of any description.

Indemnity Period

The period beginning with the occurrence of the **Accident** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the **Accident** provided that no

liability shall attach in respect of;

- a) any loss where the period of interruption does not exceed 24 consecutive hours
- b) accidental failure of the public supply of electricity where the duration of such accidental failure does not exceed 30 consecutive minutes
- c) any period exceeding that during which the **Business** would have been affected as a consequence of the **Accident** had no other loss or **damage** to the **Premises** in which the **Computer Equipment** or **Portable Equipment** is situated or the contents thereof occurred.

Maintenance Agreement

Shall mean a contract providing on-call remedial and/or corrective maintenance with all parts and labour at an inclusive cost.

Portable Equipment

Being personal computers, small micro computers and the like designed to be carried by hand used for processing electronic data but excluding any such **Computer Equipment** used solely at the **Premises**.

Sub-Section 1 – Damage to Computer Equipment

If **Damage** occurs to **Computer Equipment** and/or **Data Carrying Materials** whilst at any **Premises** the **Insurer(s)** will in accordance with the provisions of this Section pay to the **Insured** the amount of loss or at its option reinstate or replace such **Computer Equipment** and/or **Data Carrying Materials** provided that the **Insurer(s)** liability in any one **Period of Insurance** shall not exceed in respect of any items its **Sum Insured** or any stated Limit of Indemnity and in the whole the total **Sum Insured** all as stated in the **Schedule**.

In the event of the **Computer Equipment** being **Damaged** the basis upon which the amount payable is to be calculated shall be;

- a) where the **Computer Equipment** is **Damaged** to the extent that it cannot be economically repaired its replacement by similar **Computer Equipment** of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is impossible to replace **Computer Equipment** of similar capacity replacement will be by **Computer Equipment** of the next higher capacity
- b) where the **Computer Equipment** is **damaged** the repair of the **Damage** and the restoration of the **Damaged** portion of the **Computer Equipment** to a condition substantially the same as but not better or more extensive than its condition when new provided that;
 - i) the work of reinstatement is commenced and carried out with reasonable despatch
 - ii) where the **Computer Equipment** is **Damaged** in part only the **Insurer(s)** liability shall not exceed the sum representing the cost which would have been paid if the **Computer Equipment** had not been wholly destroyed
 - iii) no payment shall be made until reinstatement costs have actually been incurred
 - iv) where for any reason a payment cannot be made in accordance with a) and b) above the liability of the

Insurer(s) will be arrived at as if this basis of settlement had not been incorporated and shall be subject to the terms and conditions of the **Policy**.

Accidental Discharge of Gas Systems Extension

Costs incurred in refilling the cylinders of any gas flooding systems installed solely for the protection of the **Computer Equipment** arising out of the accidental discharge of such systems provided that the **Insurer(s)** liability shall not exceed GBP 10,000 any one occurrence.

Additional Computer Equipment Extension

Additional **Computer Equipment** acquired during the **Period of Insurance** up to a maximum of GBP 100,000 or 20% of the **Sum Insured** as specified under Sub-Section 1 of this Section whichever is the lower subject to the **Insured** notifying the **Insurer(s)** as soon as practicable and, in any event, at intervals of not more than 6 months and to effect specific insurance thereon retrospective to the date of the commencement of the **Insured's** responsibility.

Anti-Theft Devices Extension

Costs necessarily and reasonably incurred to repair or replace any anti-theft devices fitted to the **Computer Equipment** solely for the purpose of security consequent upon **Damage** provided that the **Insurer(s)** liability shall not exceed GBP 10,000 any one occurrence.

Debris Removal Extension

Costs necessarily and reasonably incurred in the removal of **Computer Equipment** consequent upon **Damage** provided that the **Insurer(s)** liability shall not exceed GBP 10,000 any one occurrence.

Incompatibility of Software/Programs Extension

Where **Damage** to the **Equipment** results in **undamaged** software/programs which are incompatible with the replacement **Computer Equipment** the **Insurer(s)** will at its option pay for either;

- a) necessary modifications to the replacement **Computer Equipment**
- b) the conversion of the **undamaged** software/programs into a format compatible with the replacement **Computer Equipment**

and the cost of replacing incompatible **Data Carrying Materials** where necessary provided that the **Insurer(s)** liability shall not exceed GBP 10,000 or the **Sum Insured** specified under Sub-Section 1 of this Section whichever is the lower.

The liability of the **Insurer(s)** under this Sub-Section does not cover;

- a) the amount of the **Excess** specified in the **Schedule**
- b) loss of use of the **Computer Equipment** or other **Consequential Loss** of liability of any nature whatsoever
- c) **Damage** recoverable under any guarantee or maintenance rental hire or lease agreement
- d) The cost of reinstating data whether recorded or disks tapes or otherwise
- e) **Damage** to **Computer Equipment** arising from its own breakdown or derangement.

Loss Prevention Measures Extension

Any reasonable costs incurred by the **Insured** to avoid or mitigate **Damage** which would otherwise be inevitable subject to the **Insurer(s)** liability not exceeding GBP 10,000 any one occurrence provided that;

- a) the impending **Damage** does not stem from any reasonable, foreseeable or gradually developing cause and the **Insurer(s)** are satisfied that **Damage** has been avoided or mitigated as a result of the measures taken
- b) the **Policy** terms, exceptions and conditions shall apply as if **Damage** had occurred.

Repair Investigation Costs Extension

Where approved by **Insurer(s)** costs including consulting engineers fees necessarily and reasonably incurred in the reinstatement of the **Computer Equipment** consequent upon **Damage** but not for preparing any claim provided that the **Insurer(s)** liability shall not exceed GBP 10,000 any one occurrence.

Software/Programs Extension

The cost of reinstating software/programs in consequence of erasure, distortion or corruption occurring during the **Period of Insurance** and resulting directly from an identifiable cause.

Temporary Repairs and Expediting Costs Extension

In the event of **Damage** to the **Computer Equipment** additional expenses necessarily and reasonably incurred in making temporary repairs and/or expediting repairs provided that the **Insurer(s)** liability shall not exceed GBP 10,000 any one occurrence.

Sub-Section 2 – Damage to Portable Equipment

If **Damage** occurs to **Portable Equipment** within the territorial limits stated in the **Schedule** the **Insurer(s)** will in accordance with the provisions of this Section pay to the **Insured** the amount of loss or at its option reinstate or replace such **Portable Equipment** provided that the **Insurer(s)** liability in any one **Period of Insurance** shall not exceed in respect of any items its **Sum Insured** or any stated **Limit of Indemnity** and in the whole the total **Sum Insured** all as stated in the **Schedule**.

In the event of the **Portable Equipment** being **Damaged** the basis upon which the amount payable is to be calculated shall be;

- a) where the **Portable Equipment** is **Damaged** to the extent that it cannot be economically repaired its replacement by similar **Portable Equipment** of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is impossible to replace **Portable Equipment** of similar capacity replacement will be by **Portable Equipment** of the next higher capacity
- b) where the **Portable Equipment** is **damaged** the repair of the **Damage** and the restoration of the **Damaged** portion of the **Portable Equipment** to a condition substantially the same as but not better or more extensive than its condition when new provided that;
 - i) the work of reinstatement is commenced and carried out with reasonable despatch
 - ii) where the **Portable Equipment** is **Damaged** in part only the **Insurer(s)** liability shall not exceed the sum representing the cost which would have been paid if the **Portable Equipment** had not been wholly destroyed
 - iii) no payment shall be made until reinstatement costs have actually been incurred
 - iv) where for any reason a payment cannot be made in accordance with a) and b) above the liability of the **Insurer(s)** will be arrived at as if this basis of settlement had not been incorporated and shall be subject to the terms and conditions of the **Policy**.

Sub-Section 3 – Increased Cost of Working

This Sub-Section is applicable only where specifically included in the **Schedule**

The **Insurer(s)** will indemnify the **Insured** against interruption or interference to the computer operations of the **Business** in consequence of the **Accident**.

The insurance is limited to increase in cost of working and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the **Business** during the **Indemnity Period** stated in the **Schedule** in consequence of the **Accident** less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** as may cease or be reduced in consequence of the **Accident**.

Cover extends to include;

- a) Professional Accountants Charges
- b) Additional Rental Charge
- c) Reinstatement of Data

To the extent that the **Insured** is accountable to the Tax Authorities for Value Added Tax all terms in this Sub-Section shall be exclusive of such Tax.

The amount payable under this Sub-Section in any one **Period of Insurance** shall not exceed the **Sum Insured** stated in the **Schedule**.

The liability of the **Insurer(s)** under this Sub-Section does not cover;

- a) interruption or interference to the computer operations of the **Business** due to:-
 - i) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system
 - ii) a scheme of rationing not necessitated solely by accidental **Damage** to the public supply undertaking's generating or supply equipment
 - iii) intentional overloading or experiments involving the imposition of abnormal conditions
- b) interruption of or interference to the computer operations of the **Business** due to:-
 - i) the deliberate act of the telecommunication service exercising their right to withhold or restrict operation of the system
 - ii) the inability of this service to maintain the telecommunication services to customers due to industrial action by its employees
 - iii) the use of machinery and equipment not approved by the telecommunication service or not compatible with their system
 - iv) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
 - v) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite
- c) interruption or interference to the computer operations of the **Business** following breakdown or derangement of any item of the **Computer Equipment** or **Portable Equipment**
- d) the cost of reinstating data and/or programs whether recorded on disks tapes or otherwise.

Sub-Section 4 - Reinstatement of Data

This Sub-Section is applicable only where specifically included in the **Schedule**

The **Insurer(s)** will indemnify the **Insured** in respect of the necessarily and reasonably incurred cost of reinstating data contained in the **Data Carrying Materials** and/or fixed disks in consequence of accidental or malicious erasure, loss, destruction, distortion or corruption discovered during the **Period of Insurance** and resulting directly from an identifiable cause.

The total amount payable under this Sub-Section in any one **Period of Insurance** shall not exceed the **Sum Insured** stated on the **Schedule**.

Incompatibility of Data Extension

Where **Damage** to the **Computer Equipment** or **Portable Equipment** results in undamaged data which is incompatible with the replacement **Computer Equipment** or **Portable Equipment** the **Insurer(s)** will pay for the conversion of the undamaged data in to a format which is compatible with the replacement **Computer Equipment/Portable Equipment/Data Carrying Materials**.

Provided that the **Insurer(s)** liability shall not exceed GBP10,000.

The liability of the **Insurer(s)** under this Sub-Section does not cover;

- a) the amount of the **Excess** as specified in the **Schedule**
- b) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system
- c) a scheme of rationing not necessitated solely by accidental **damage** to the public supply undertaking's generating or supply equipment
- d) the cost of reinstating data or programs on equipment used for teaching purposes in educational establishments.

The following Clauses apply to Sub-Sections 1-4

Additional Rental Charge Clause

If as a direct result of the **Accident** the lease/hire contract in force at the time of the **Accident** in respect of the **Computer Equipment** or **Portable Equipment** is cancelled and has to be replaced by a new lease/hire contract in respect of similar **Computer Equipment** or **Portable Equipment** to that lost or **Damaged** at a rental charge rate above that payable under the cancelled contract then the indemnity provided by Sub Section 3 extends to include the additional rental charges to be paid during the 2 years' period commencing from the time the **Business** is no longer affected by the **Accident** (other than by such additional rental charge) provided that the total liability of the **Insurer(s)** under this extension shall not exceed GBP 10,000.

Professional Accountants Charges Clause

Reasonable charges payable by the **Insured** to their professional accountants for producing such particulars proofs information or evidence required by Claims – **Insured's** Duties of the **Policy**.

Protections Clause

It is a condition precedent to liability that the **Insured** shall take all reasonable precautions;

- a) to keep the **Computer Equipment** or **Portable Equipment** in a proper state of maintenance and repair
- b) to prevent **Damage** or loss of data and/or programs in storing data and/or software/programs and maintaining adequate back up copies of data and/or programs on the following basis:-
 - i) the original disks or media shall be backed up and stored in a fire resistant data safe or removed to another secure location away from the **Premises**
 - ii) in the event of a software manufacturer ceasing to trade and/or support for the software application being withdrawn then the software application will be considered obsolete and the **Insurer(s)** liability shall be restricted to no more than the last list price of the item subject to the **Sum Insured** as stated on the **Schedule**
 - iii) the data produced by the software/programs shall be backed up no less frequently than once every 7 days or any other period agreed by **Insurer(s)**. The integrity of the data backup

- should be verified using operating system routines or verification routines produced by the software supplier
- iv) one copy of the backup shall be retained in a fire resistant data safe or be maintained in a different secure location away from the premises and shall notify the **Insurer(s)** of changes which may materially alter or affect the risk.

Software/Program Security Devices Clause

If any software/program is copy protected by a security device such as a dongle then the **Insurer(s)** should be advised in writing and any such device shall be removed from the **Computer Equipment** or **Portable Equipment** and stored in a secure situation outside **Business Hours**.

Temporary Removal / Transit Extension

Damage to Computer Equipment, Ancillary Equipment and **Portable Equipment** used solely at the **Premises** whilst temporarily removed for maintenance or repair to other premises in the **Territorial Limits** or in transit thereto or therefrom subject to the **Sum Insured** as specified under Sub-Sections 1 and 2 of this Section.

Damage to Data Carrying Materials anywhere in the World.

Damage to Portable Equipment whilst removed to other premises anywhere in the European Union and in transit thereto and therefrom.

It is a condition precedent to liability in respect of theft or malicious **damage** that;

- a) when **Portable Equipment** is left unattended inside any road vehicle:-
 - i) the vehicle is securely locked and all security devices set in operation
 - ii) the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9pm and 6am
 - iii) the **Portable Equipment** is concealed from view. If in a saloon car in a boot or under the parcel shelf of any hatchback/estate subject to the **Insurer(s)** liability not exceeding GBP 2,500 any one occurrence
- b) when the **Portable Equipment** is in transit by air it is carried as hand luggage
- c) when the **Portable Equipment** is in transit by sea it is not left unattended unless kept in a securely locked road vehicle or cabin.

Trend of Business Clause

Adjustment for trend of the **Business** shall be made so that the figures represent the true results which but for the **Accident** would have been obtained during the relative period thereafter.

Section 8– Business Interruption

Applicable to all items other than any item on **Accounts Receivable**;

Insurer(s) agree that if any **Property Insured** suffers **Damage** and in consequence the **Business** be interrupted or interfered with then **Insurer(s)** will pay to the **Insured** in respect of each item in the **Schedule** the amount of loss resulting from such interruption or interference provided that:-

a) at the time of the happening of the **Damage** there shall be in force an insurance covering the interest of the **Insured** in the **Property Insured** against such **Damage** and that:

- i) payments shall have been made or liability admitted therefore or
- ii) payment would have been admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

b) the liability of **Insurer(s)** under this Section shall not exceed:

- i) in whole the total **Sum Insured** or in respect of any item its **Sum Insured** at the time of the **Damage**
- ii) the **Sum Insured** remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same **Period of Insurance** unless **Insurer(s)** shall have agreed to reinstate any such **Sum Insured**

adjusted in accordance with the Inflation Protection Clause if applicable.

Applicable to any item on **Accounts Receivable**;

Insurer(s) agree that if any of the **Insured's** books of account or other **business** books or records at the **Premises** be **Damaged** as to render it impossible for the **Insured** to obtain from **Customers** all the sums due to them and outstanding at the date of the **Damage** then **Insurer(s)** will pay to the **Insured** the amount they may be entitled to recover under the provisions of this Section provided the liability of **Insurer(s)** under this Section shall not exceed:

- a) in the whole the total **Sum Insured** or in respect of any item its **Sum Insured** at the time of the **Damage**
- b) the **Sum Insured** remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same **Period of Insurance** unless **Insurer(s)** shall have agreed to reinstate any such **Sum Insured** adjusted in accordance with the Inflation Protection Clause if applicable.

The liability of the **Insurer(s)** under this Section does not cover **Consequential Loss** arising directly from theft or attempted theft.

Alternative Trading Clause

If during the **Indemnity Period** goods shall be sold accommodation provided or services shall be rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or others on the **Insured's** behalf the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the **Turnover Gross Revenue** or **Gross Rentals** during the **Indemnity Period**.

Automatic Reinstatement of Sum Insured Clause

In the event of loss the **Sum Insured** by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by **Insurer(s)** or by the **Insured** undertake to pay such necessary premiums as may be required for such reinstatement from that date.

Fines, Damages and Liabilities Clause

The **Insurer(s)** shall not be liable for any loss due to fines, penalties, **damages** or liabilities incurred by the **Insured**.

Infectious Diseases Clause

The Insurance by this Section is extended to include loss as **Insured** hereunder directly resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of;

- a) **Notifiable Disease** manifested by any person whilst at the **Premises**
- b) an outbreak of a **Notifiable Disease** within 25 miles of the **Premises**
- c) murder or suicide occurring at the **Premises**
- d) injury or illness sustained by any guest arising from, or traceable to, foreign or injurious matter in food or drink provided on the **Premises**
- e) closing of the whole or part of the **Premises** by the order or on the advice of a competent Public Authority as a result of: -
 - i) defects in the drains or other sanitary arrangements in the **Premises**
 - ii) the **Premises** becoming infested with vermin or pests

For the purpose of this clause, Indemnity Period means the period during which the results of the **Business** shall be affected in consequence of the **Damage** beginning: -

- 1) in respect of a), b), c) and d) above, with the occurrence or discovery of the incident
- 2) in the case of e) above, with the date from which the restrictions on the **Premises** are applied and ending not later than 3 months thereafter

The maximum amount payable shall not exceed in respect of any one event 10% of the **Sum Insured** or GBP 25,000 whichever is the lesser amount.

Inflation Protection Clause

Insurer(s) will adjust the **Sum Insured** in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted **Sum Insured**.

New Business Clause

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** at the **Premises** the terms **Rate of Gross Profit, Annual Turnover, Standard Turnover, Annual Gross Revenue, Standard Gross Revenue, Annual Gross Rentals** and **Standard Gross Rentals** shall bear the following meanings and not as stated in the General Definitions;

Rate of Gross Profit

The **Rate of Gross Profit** earned on the **Turnover** during the period between the date of the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Annual Turnover

The proportional equivalent for a period of 12 months of the **Turnover** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Standard Turnover

The proportional equivalent for a period equal to the **Indemnity Period** of the **Turnover** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Annual Gross Revenue

The proportional equivalent for a period of 12 months of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Standard Gross Revenue

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have effected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Annual Gross Rentals

The proportional equivalent for a period of 12 months of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have effected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Standard Gross Rentals

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have effected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Payments on Account Clause

Payments on account may be made to the **Insured** monthly during the **Indemnity Period** if desired.

Premium Adjustment Clause

- a) The premium paid hereon may be adjusted on receipt by **Insurer(s)** of a declaration **Gross Profit, Gross Revenue** or **Gross Rentals** earned during the financial year most nearly concurrent with the **Period of Insurance** as reported by the **Insured's** auditors

If any incident shall have occurred giving rise to a claim for loss of **Gross Profit, Gross Revenue** or **Gross Rentals** the above mentioned declaration shall be increased by **Insurer(s)** for the purpose of premium adjustment by the amount by which the **Gross Profit, Gross Revenue** or **Gross Rentals** was reduced during the financial year solely in consequence of the **Damage**

If either declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 months) is less than the **Sum Insured** on **Gross Profit, Gross Revenue** or **Gross Rentals** for the relative period of insurance the **Insurer(s)** will allow a pro rata return of premium not exceeding 50% of the premium paid Accountants may be substituted for Auditors in respect of companies exempt from credit requirements

- b) It is a condition precedent to liability where Accounts Receivable are **Insured** by this Section that the **Insured** shall within 30 days of the end of each month deposit with **Insurer(s)** a signed statement showing the total amount of the balance in the **Insured's** accounts debited to **Customers** and remaining unpaid as at the end of the said month

In the event of the average amount of the said signed statements during any annual **Period of Insurance** being less than the **Sum Insured** by the item on **Accounts Receivable** a pro rata return of premium not exceeding 50% of the premium paid on such **Sum Insured** for such **Period of Insurance** will be made in respect of the difference.

Prevention of Access Clause

Subject to the conditions of this Section loss resulting from interruption of or interference with the **Business** in consequence of **Damage** to property in the vicinity of the **Premises**, **Damage** to which shall prevent or hinder the use of the **Premises** or access thereto whether the **Premises** or **Property Insured** therein shall be **Damaged** or not (but not excluding **Damage** to property of any supply undertaking from which the **Insured** obtain electricity, gas or water or telecommunications services which prevents or hinders the supply of such services) shall be deemed to be **Damage**.

Professional Accountants Clause

Any particulars or details contained in the **Insured's** books of account or other **business** books or documents which may be required by **Insurer(s)** under part (c) of Claims – **Insured's** Duties for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the **Insured** and their report shall be prima facie evidence of the particulars and details to which such report relates

Insurer(s) will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by **Insurer(s)** under part (c) of Claims – **Insured's** Duties and reporting that such particulars or details are in accordance with the **Insured's** books of account or other **business** books or documents provided that the sum of the amount payable under this Clause and the amount otherwise payable under the Section shall in no case exceed the liability of **Insurer(s)** as stated.

Specified Suppliers

The premises of those suppliers which are detailed in the **Schedule**.

Specified Customers

The premises of those customers which are detailed in the **Schedule**.

Uninsured Working Expenses Clause

If any working expenses of the **Business** be not **Insured** by this Section (having been deducted in arriving at the **Gross Profit** as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the **Uninsured** Working Expenses.

Unspecified Customers Clause

The Insurance by this Section is extended to include loss as **Insured** hereunder directly resulting from interruption of or interference with the **Business** at the premises of any of the **Insured's** **Customers** situated within the **Territorial Limits**. Provided that the maximum amount payable shall not exceed in respect of any one event 10% of the **Sum Insured** or GBP 25,000 whichever is the lesser amount.

Unspecified Suppliers and Storage Sites Extension

The Insurance by this Section is extended to include loss as **Insured** hereunder directly resulting from interruption of or interference with the **Business** at the premises of any of the **Insured's** suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any supply undertaking from which the **Insured** obtains electricity, gas or water or telecommunication services and premises not in the occupation of the **Insured** where property of the **Insured** is stored situated within the **Territorial Limits**. Provided that the maximum amount payable shall not exceed in respect of any one event 10% of the **Sum Insured** or GBP 25,000 whichever is the lesser amount

Business Interruption Special Clauses

(The following clauses apply in respect of Section 8 and are applicable only if specified in the **Schedule**)

BI1 – Gross Profit/Estimated Gross Profit Basis of Loss Settlement

The insurance under this item is limited to loss of Gross Profit due to;

- i) reduction in **Turnover** and
- ii) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be:-

- a) in respect of reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall fall short of the **Standard Turnover** in consequence of the **Damage**
- b) in respect of Increase in Cost of Working the additional expenditure (subject to the provisions of the **Uninsured Working Expenses Clause**) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided less any sum saved during the **Indemnity Period** in respect of such of the charges or expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Damage** provided that if the **Sum Insured** by the item on **Gross Profit** be less than the sum produced by applying the **Rate of Gross Profit** to the annual **Turnover** (or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

BI2 – Gross Revenue/Estimated Gross Revenue Basis of Loss Settlement

The insurance under this item is limited to;

- i) loss of **Gross Revenue** and
- ii) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be:-

- a) in respect of loss of **Gross Revenue** the amount by which **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Damage**
- b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Revenue** thereby avoided less any sum saved during the **Indemnity Period** in respect of such of the charges or expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage** provided that if the **Sum Insured** by the item on **Gross Revenue** be less than the **Annual Gross Revenue** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

BI3 – Additional Increased Cost of Working Basis of Loss Settlement

The insurance under this item is limited to such further additional expenditure beyond that recoverable under paragraph (b) of any of the above items **Insured** hereby as the **Insured** shall necessarily and reasonably incur during the **Indemnity Period** in consequence of the **Damage** for the sole purpose of avoiding or diminishing a reduction in **Turnover** or **Gross Revenue**.

BI4 – Increase in Cost of Working Basis of Loss Settlement

The insurance under this item is limited to Increase in Cost of Working and the amount payable as indemnity thereunder shall be the additional expenditure necessarily and reasonably incurred by the **Insured** in consequence of the **Damage** in order to prevent or minimise the interruption to the **Business** during the **Indemnity Period** provided that **Insurer(s)** shall not be liable for more than 50% of the **Sum Insured** during the first 3 months of the **Indemnity Period** and the balance in equal proportions monthly thereafter.

BI5 – Gross Rentals/Estimated Gross Rentals Basis of Loss Settlement

The insurance under this item is limited to;

i) loss of **Gross Rentals** and

ii) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be:-

- a) in respect of loss of **Gross Rentals** during the **Indemnity Period** shall fall short of the **Standard Gross Rentals** in consequence of the **Damage**
- b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Rentals** thereby avoided less any sum saved during the **Indemnity Period** in respect of such of the expenses and charges payable out of **Gross Rentals** as may cease or be reduced in consequence of the **Damage** provided that if the item on **Gross Rentals** be less than the **Annual Gross Rentals** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

BI6 – Accounts Receivable Basis of Loss Settlement

The insurance under this item is limited to;

i) loss of **Accounts Receivable** and

ii) additional expenditure

and the amount payable as indemnity thereunder shall be:-

- a) in respect of loss of **Accounts Receivable** the difference solely due to the **Damage** between the amount of the **Accounts Receivable** at the date of the **Damage** and the total amount received in payment of them during the 12 months after the **Damage**
- b) in respect of additional expenditure the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Accounts Receivable** which but for that expenditure would have occurred in consequence of the **Damage** but not exceeding the amount which would otherwise have been payable under (a) above provided that if at the time of the **Damage** the **Sum Insured** by this item be less than the total amount of the **Accounts Receivable** the amount payable shall be proportionately reduced.

BI7 – Deposit Premium Clause

The first and annual premiums are provisional being 75% of the premiums payable at the commencement of the **Period of Insurance** with the balance of 25% to be paid within 6 months of expiry of that period except that in respect of any item on **Gross Profit, Gross Revenue or Gross Rentals** the premium paid shall be adjusted on receipt to **Insurer(s)** of a declaration of **Gross Profit, Gross Revenue or Gross Rentals** earned during the financial year most nearly concurrent with the year of insurance as reported by the **Insured's** auditors

Accountants may be substituted for Auditors in respect of companies exempt from audit requirements

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit, Gross Revenue or Gross Rentals** the above mentioned declaration shall be increased by **Insurer(s)** for the purpose of premium adjustment by the amount by which the **Gross Profit, Gross Revenue or Gross Rentals** was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 months);

- a) is less than 75% of the **Sum Insured** on **Gross Profit, Gross Revenue or Gross Rentals** for the relative period **Insurer(s)** will allow a pro rata return of premium not exceeding 33.33% of the provisional premium paid
- b) is greater than 75% of the **Sum Insured** on **Gross Profit, Gross Revenue or Gross Rentals** for the relative period the **Insured** shall pay a pro rata additional premium not exceeding 33.33% of the provisional premium paid

In the event that no declaration is received within 6 months of the expiry of the **Period of Insurance** the balance of 25% shall be paid

Part (a) of the Premium Adjustment Clause is deleted.

BI8 – Declaration Linked Clause

- a) The **Insured** shall prior to each renewal furnish **Insurer(s)** with the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as **Insured** hereby for the financial year most nearly concurrent with the ensuing year of insurance
- b) The first and annual premiums in respect of each item on **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as **Insured** hereby are provisional and are based on the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals**

The **Insured** shall provide **Insurer(s)** not later than 6 months after the expiry of each **Period of Insurance** with a declaration confirmed by the **Insured's** auditors of the **Gross Profit, Gross Revenue or Gross Rentals** earned during the financial year most nearly concurrent with the **Period of Insurance**

Accountants may be substituted for Auditors in respect of companies exempt from audit requirements

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit, Gross Revenue or Gross Rentals** the above mentioned declaration shall be increased by **Insurer(s)** for the purpose of premium adjustment by the amount by which the **Gross Profit, Gross Revenue or Gross Rentals** was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 months);

- i) is less than the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as **Insured** hereby for the relative **Period of Insurance** the **Insurer(s)** will allow a pro rata return of the premium paid on the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as **Insured** hereby but not exceeding 50% of such premium
 - ii) is greater than the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as **Insured** hereby for the relative **Period of Insurance** the **Insured** shall pay a pro rata addition to the premium paid on the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as **Insured** hereby
- c) Notwithstanding proviso (b) of Sections 9 and 10 the liability of **Insurer(s)** shall in no case exceed in respect of **Gross Profit, Gross Revenue or Gross Rentals** 133.33% of the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** stated herein and in respect of each other item 100% of the **Sums Insured** by the said items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of **Insurer(s)**

Part (a) of the Premium Adjustment Clause is deleted.

BI9 – Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with **Insurer(s)**) pending issue of this Section.

Section 9 Employers Liability

Insurer(s) will indemnify the **Insured**

1. against legal liability for **damages** and claimants costs and expenses in respect of injury sustained by any Person Employed arising out of and in the course of employment by the **Insured** and occurring during the Period of Insurance.
2. in respect of Legal Costs in connection with any **Event** which is or may be the subject of indemnity under 1 above

LIMIT OF INDEMNITY

Irrespective of :

1. the number of parties and/or entities entitled to indemnity
2. the number of claimants the liability of **Insurer(s)** under this Section including all Extensions in respect of or arising from any one claim or series of claims against the **Insured** arising out of one **Event** shall not exceed the Limit of Indemnity as stated in the **Schedule**

EXTENSIONS

1. Unsatisfied Court Judgement

The **Underwriter** at the request of the **Insured** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any **damages** and awarded costs to the extent that they remain unsatisfied in whole or in part six months after the date of a Judgement being obtained within any court in Great Britain Northern Ireland and the Channel Islands and the Isle of Man

- i) by any **Employee** or personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of their employment by the **Insured** in the **Business** and caused during the **Period of Insurance**, and
- ii) against any company or individual operating from premises in Great Britain Northern Ireland and the Channel Islands and the Isle of Man provided always that
 - a) there is no appeal outstanding against such judgement
 - b) if any payment is made under the terms of this extension the **Employee** or personal representatives of the **Employee** shall assign all benefits of such Judgement to the **Underwriter**. The liability of the **Underwriter** for all amounts payable under this extension relating to any claimant or number of claimants in respect of an Event shall not exceed the limit of indemnity stated in the **Schedule**.

2. Cross Liabilities

Each person or party granted indemnity by this Section is separately indemnified in respect of claims made against any of them by any other subject to the **Insurer(s)**' total liability not exceeding the stated Limits of Indemnity.

3. Compensation for Court Attendance

In the event of any director, partner or Employee of the **Insured** attending court as a witness at the request of the **Insurer(s)** in connection with a claim which is the subject of indemnity under this **Policy** the **Insurer(s)** will provide compensation to the **Insured** at the following rates for each day on which attendance is required:

- a) any director or partner £250
- b) any employee £100

4. Defence Costs

The **Insurer(s)** will also pay all **Defence Costs**.

Defence Costs include legal expenses:

- a) incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured**:
 - i) for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)

- ii) for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that **Insurer(s)** shall not be liable for any fines or penalties imposed as a consequence of such prosecution

- b) arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy** Limit of Indemnity will be inclusive of **Defence Costs** unless this Section is specifically endorsed to the contrary.

EXCLUSIONS

This Section does not apply to or include legal liability:

- a) arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by **Persons Employed**
- b) incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the **Insured** by any such insurance or security
- c) arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- d) arising out of **Terrorism** except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in which case the liability of the **Insurer(s)** under this section for damages costs and expenses (including all **defence costs**) payable in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one event shall not exceed GBP5,000,000.
- e) arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to Asbestos or materials or products containing Asbestos other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees in which case a sub-limit of GBP5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

It is a condition precedent to the liability of the **Insurer(s)** that the **Insured** does not manufacture mine process distribute test remediate remove store dispose sell or use Asbestos or materials or products containing Asbestos.

COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any **Policy** conditions by the **Insured**, and the **Insurer(s)** shall have paid any sum which would not have been paid but for the provisions of such law then the **Insured** shall forthwith repay such sum to the **Insurer(s)**.

SECTION 10 PUBLIC LIABILITY

Insurer(s) will indemnify the **Insured**

1. against legal liability for **damages** and claimants costs and expenses in respect of :
 - a) accidental injury sustained by any person
 - b) accidental **damage to property**
 - c) accidental Nuisance

occurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business**.

2. in respect of Legal Costs in connection with any Event which is or may be the subject of indemnity under 1 above

LIMIT OF INDEMNITY

Irrespective of :

- i) the number of parties and/or entities entitled to indemnity
- ii) the number of claimants

the liability of **Insurer(s)** under this Section including all Extensions in respect of or arising from any one claim or series of claims against the **Insured** arising out of one **Event** shall not exceed the Limit of Indemnity as stated in the **Schedule**

EXTENSIONS

1. Cross Liabilities

Each person or party granted indemnity by this Section is separately indemnified in respect of claims made against any of them by any other subject to the **Insurer(s)**' total liability not exceeding the stated Limits of Indemnity.

2. Defence Costs

The **Insurer(s)** will also pay all **Defence Costs**.

Defence Costs include legal expenses:

- d) incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured**:
 - i) for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - ii) for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that **Insurer(s)** shall not be liable for any fines or penalties imposed as a consequence of such prosecution

- e) arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- f) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy**

Defence Costs will be payable in addition to the Limits of Indemnity

3. Compensation for Court Attendance

In the event of any director, partner or Employee of the **Insured** attending court as a witness at the request of the **Insurer(s)** in connection with a claim which is the subject of indemnity under this **Policy** the **Insurer(s)** will provide compensation to the **Insured** at the following rates for each day on which attendance is required:

- a. any director or partner £250
- b. any employee £100

EXCLUSIONS

This Section does not apply to or include legal liability:

- c. in respect of Injury to any Person Employed arising out of and in the course of employment by the **Insured**.
- d. arising out of or in connection with any **Product**.
- e. arising out of the ownership, possession or use by or on behalf of the **Insured**, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - i. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - ii. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - iii. arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- f. arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- g. for **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the **Insured's** care, custody or control other than:
 - i. clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - ii. premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no indemnity shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work
 - iii. premises tenanted by the **Insured** provided always that liability for such **Damage** is not assumed by the **Insured** under agreement where liability would not have existed in the absence of the agreement
- h. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

SECTION 11 PRODUCTS LIABILITY

Insurer(s) will indemnify the **Insured**

1. against legal liability for **damages** and claimants costs and expenses in respect of :
 - a) accidental injury sustained by any person
 - b) accidental **damage** to property

occurring during the **Period of Insurance** within the **Territorial Limits** in connection with any **Product**

LIMIT OF INDEMNITY

Irrespective of:

- i) the number of parties and/or entities entitled to indemnity
- ii) the number of claimants

the liability of **Insurer(s)** under this Section including all Extensions in respect of or arising from any one claim or series of claims against the **Insured** arising out of one **Event** shall not exceed the Limit of Indemnity as stated in the **Schedule**

EXTENSIONS

1. Cross Liabilities

Each person or party granted indemnity by this **Section** is separately indemnified in respect of claims made against any of them by any other subject to the **Insurer(s)** total liability not exceeding the stated Limits of Indemnity.

2. Defence Costs

The **Insurer(s)** will also pay all **Defence Costs**.

Defence Costs include legal expenses:

- g) incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured**:
 - i) for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - ii) for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that **Insurer(s)** shall not be liable for any fines or penalties imposed as a consequence of such prosecution

- h) arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- i) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy**

Defence Costs will be payable in addition to the Limits of Indemnity

EXCLUSIONS

This Section does not apply to or include legal liability:

- i. in respect of Injury to any Person Employed arising out of and in the course of employment by the **Insured**.
- 1.12 for costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof which is alleged to be defective
- 1.13 arising out of the recall of any **Product** or part thereof

- 1.14 arising out of any **Product** which with the **Insured's** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 1.15 arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 1.16 arising from circumstances known to the **Insured** prior to the inception date of this insurance
- 1.17 arising from the failure of any **Product** to perform its intended function.

Applicable to Sections 9 10 11 only

INDEMNITY TO OTHERS

The indemnity granted extends to:

- a. managerial or supervisory **Employees** of the **Insured** in their **business** capacity for legal liabilities arising out of the performance of the **Business** and any director or partner of the **Insured** in respect of private work undertaken by any **Person Employed** for such director or partner with the prior consent of the **Insured**
- b. the officers, committees and members of the **Insured's** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- c. any person or firm for legal liabilities arising out of the performance of a contract with the **Insured** constituting the provision of labour only
- d. any principal for legal liabilities arising out of work carried out by the **Insured** under a contract or agreement in respect of which the **Insured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured**
- e. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were the **Insured**.

Policy Exclusions

Contamination and Pollution Exclusion Clause

1. This **Policy** shall not cover any loss, **Damage** or legal liability due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, **pollution**, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. In respect of Sections 1-8 this Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious **damage**
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption
3. In respect of Sections 10 and 11 this Exclusion does not apply if such loss or damage is caused solely by **pollution** which results from a sudden identifiable unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that:
 - i). all **pollution** which arises out of any one incident will be deemed to have occurred at the time such incident takes place
 - ii). **Insurer(s)** will not indemnify **you** under this extension against any liability in respect of **pollution** happening anywhere in the United States of America or Canada
 - iii). nothing in this extension will increase **Insurer(s)** liability to pay any amount in excess of the limit of indemnity under any **policy** Section
 - iv). our liability for all compensation payable in respect of all **pollution** which is deemed to have occurred during the **period of insurance** will not exceed in the aggregate the amount specified in the **schedule** as the limit of indemnity

All other terms and conditions of this **Policy** shall be unaltered and especially the exclusions shall not be superseded by this clause.

Electronic cyber liabilities

This **Policy** shall not cover any Loss or **Damage** associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:-

- (i) the response of a computer to any date or date change or;
- (ii) the failure of a computer to respond to any date or date change or;
- (iii) the loss of or denial of access to any data either **your** own or third party or;
- (iv) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- (v) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

Exclusion for Misuse of the Internet and Extra-net

This **Policy** shall not cover Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the Insured(s) own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.

Biological or Chemical Materials

This **Policy** shall not cover Loss or **Damage** costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this **Policy** inconsistent therewith: In no case shall this **Policy** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to or arising from;

- i) ionizing radiations from 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
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Micro-Organism Exclusion Clause

This **Policy** does not cover any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to **Insured** property
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any way sequence
- ii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

Notwithstanding anything within the **Policy** or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils **Insured** against) this **Policy** does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence directly or indirectly of;

- i) civil commotion
- ii) **Terrorism**

In any action suit or other proceedings where **Insurer(s)** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or **Consequential Loss** is not covered by this **Policy** the burden of proving that such loss is covered shall be upon the **Insured**.

Nuclear Energy Risks Exclusion Clause

This **Policy** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant.
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

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

This endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**

If **Insurer(s)** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**

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

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** 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.

The following Exclusion apply to all **Sections**

- 1) **Damage** caused by or consisting of;
 - a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - b) the bursting by steam, pressure of a boiler, economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured** other than any boiler or economiser on the **Premises** used for domestic purposes, such as a hot water and/or central heating/ventilation system.
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

But this shall not exclude subsequent **Damage** or subsequent loss resulting from **Damage** which itself results from a cause not otherwise excluded

- 2) **Damage** caused by or consisting of;
 - a) faulty or defective workmanship, operational error or omission on the part of the **Insured** or any of his **Employees**

but this shall not exclude;

- i) such **Damage** not otherwise excluded which itself results from a **Defined Peril**
 - ii) subsequent **Damage** which itself results from a cause not otherwise excluded
- b) acts of fraud or dishonesty by the **Insured's Employees**

but this shall not exclude such **Damage** not otherwise excluded which itself results from a **Defined Peril**

- 3) **Damage** caused by or consisting of;
 - a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - b) change in temperature, colour, flavour, texture or finish
 - c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
 - e) in respect of Sections 9 and 10 - the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services

But this will not exclude;

- i) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss destruction or **Damage**
- ii) subsequent **Damage** which results from a cause not otherwise excluded

- 4) Infidelity or dishonesty of the **Insured** or any of their **Employees** or other persons to whom **Property Insured** may be entrusted nor loss, destruction or **Damage** resulting from the **Insured** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence or any unexplained loss or loss or shortage disclosed on taking inventory

- 5) In respect of Sections 1-7;
Damage caused by **pollution** or contamination but this shall not exclude destruction of or **Damage** to the **Property Insured** not otherwise excluded caused by:
 - a) **pollution** or contamination which itself results from a **Defined Peril**
 - b) a **Defined Peril** which itself results from **pollution** or contamination
- 6) In respect of Section 8;
Damage resulting from **pollution** or contamination but this shall not exclude loss resulting from destruction of or **Damage** to property used by the **Insured** at the **Premises** for the purpose of the **Business** not otherwise excluded caused by:
 - a) **pollution** or contamination at the **Premises** which itself results from a **Defined Peril**
 - b) a **Defined Peril** which itself results from **pollution** or contamination
- 7) **Damage** caused by or consisting of;
 - a) Subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - b) normal settlement or bedding down of new structures
- 8) **Damage** caused by or consisting of or arising directly or indirectly from;
 - a) Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - b) in respect of Sections 9 and 10:-
 - i) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances, or civil commotion or malicious persons
 - ii) other erasure, loss, distortion or corruption of information on computer systems or other records programs or software unless resulting from a **Defined Peril** insofar as it is not otherwise excluded
- 9) In respect or Sections 1 and 2 - destruction of or **Damage** to a building or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded
- 10) In respect or Sections 9 and 10 - loss resulting from destruction of or **Damage** to a building or structure used by the **Insured** at the **Premises** caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded
- 11) **Damage** in respect of movable property in the open, fences and gates by theft, wind, rain, hail, sleet, snow, flood or dust
- 12) **Damage** in respect of **Unoccupied Buildings** unless resulting from fire, lightning, aircraft or explosion
- 13) **Damage** in respect of;
 - a) glass (other than fixed **Glass**) china, earthenware, marble or other fragile or brittle objects
 - b) in respect of Sections 1 and 2 - curiosities or works of art other than such **Damage** caused by a **Defined Peril** and not otherwise excluded
- 14) Unless specifically mentioned as **Insured** under Sections 1 or 2;
 - a) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - b) land, roads, pavements, piers, jetties, bridges, culverts or excavations

- 15) In respect of Sections 1 and 2 - property which at the time of the happening of **Damage** is **Insured** by or would but for the existence of this **Policy** be **Insured** by any marine **policy** or policies except in respect of any excess beyond the amount which would have been payable under the marine **policy** or policies had this insurance not been effected
- 16) In respect of Sections 1 and 2 - any property more specifically **Insured** by or on behalf of the **Insured**
- 17) **Damage** or any other loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from;
- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 18) **Damage** or **Consequential Loss** directly or indirectly occasioned by or happening through or in consequence of **Computer Virus(es)** or from erasure or corruption or alteration of **Electronic Data**

Policy Endorsements

(Applicable only if specified in the **Schedule**)

CP1 - Auditorium Condition

It is a condition precedent to liability that the provision be made for the carrying out of an examination of the **Buildings** for smouldering matches, tobacco or other material at the close of **Business Hours** each day and for signed reports to be made thereon daily by the **Employee** detailed to make the examination and for such reports to be checked at least weekly by the Management. It is further understood and agreed that all ashtrays and the like be emptied in to a lidded metal bin and that the bin be removed from the **Buildings** at the close of **business** each day.

CP2 - Composite Panel Conditions

It is a condition precedent to liability that in respect of any **Building** containing composite panels that;

- a) suitable fire extinguisher appliances to be supplied in all cooking areas
- b) ducting, conduit wiring and hot flues be adequately protected within fire resistant sleeves where passing through composite panels
- c) at least weekly inspections to be undertaken by the **Insured** to check for **damage** to composite panels or panel joints. Any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 days
- d) no repairs to be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources
- e) all heat sources to be kept at least 2 metres from any composite panelling or such panelling to be of a non-combustible core
- f) no external storage of combustible stock, packaging pallets, waste or waste skips or bins within 10 metres of the **Buildings**
- g) any work involving the application of heat must only be carried out by a qualified Contractor and the **Insured** is to ensure the Contractor has adequate Public Liability Insurance in force and shall confirm same through sight of certificate of insurance. Subrogation rights against such Contractor shall not be waived by the **Insured**. The following conditions precedent to liability apply:
 - i) the area in which work is to be carried out shall be adequately cleared and combustible materials shall be removed to a distance not less than 6 metres from the area of proposed work
 - ii) if work is to be carried out overhead then the area beneath shall be similarly cleared and all combustible materials removed
 - iii) suitable fire extinguisher with a capacity of not less than 9 litres shall be kept available for immediate use
 - iv) blow lamps and blow torches shall be lit in as short a time as possible before use and extinguished immediately after use
 - v) lighted blow lamps and torches shall not be left unattended
 - vi) half an hour after each period of work a thorough examination shall be made of and in the area in which works have been undertaken
 - vii) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets drapes or screens.

CP3 - Daily Waste Condition

It is a condition precedent to liability that all combustible trade waste and refuse will be removed from the **Buildings** every night.

CP4 - Electrical Circuit Maintenance Condition

It is a condition precedent to liability that fixed electrical installations are tested by an NICEIC (National Inspection Council **Policy Endorsements continued** (Applicable only if specified in the **Schedule**) for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every 3 year period and an IEE test certificate is issued showing no deviations.

CP5 – External Smoking Condition

It is a condition precedent to liability that smoking will be prohibited throughout the **Premises** except in specifically designated external areas, and suitable notices to this effect will be displayed in prominent positions. Metal receptacles are to be provided for waste materials and kept at least 2 metres from the **Buildings**.

CP6 - First Loss Average Clause

When the **Sum Insured** is shown as being First Loss in the **Schedule** the applicable item of this Section is subject to the Condition of Average (First Loss), that is to say, if the total value of all property covered by the item shall at the time of any loss be greater than the value notified by the **Insured**, then the **Insured** shall be entitled to recover hereunder only such proportion of the said loss as the said notified value bears to the total value, up to but not exceeding the **Sum Insured** for the item.

CP7 - Flat Roof Maintenance Condition

It is a condition precedent to liability in respect of **Damage** by storm, tempest and flood that any flat felted roof portion of the **Premises** shall have been inspected at least once every 2 years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

CP8 - Fork Lift Truck Conditions

It is a condition precedent to liability where fork lift trucks are recharged at the **Premises** that;

- a) combustible materials to be kept a minimum of 5 metres clear of the recharging area
- b) no recharging of fork lift trucks whilst the **Premises** are left unattended.

CP9 - Frying and Cooking Equipment Conditions

It is a condition precedent to liability that;

- a) all frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and free from contact with combustible materials
- b) all extraction hoods, canopies, filters and grease traps will be cleaned at least every 2 weeks
- c) all extraction ducts will be cleaned regularly and maintained and checked at least once every 6 months by a specialist contractor
- d) the record of such cleaning and servicing of the extraction ducts will be kept elsewhere other than at the **Premises** and will be made available for inspection at any time
- e) frying equipment will be installed used and maintained in accordance with the manufacturer's instructions
- f) multi purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires will be kept in close proximity to the working area of the range and maintained ready for use
- g) frying ranges will not be left unattended whilst in use
- h) all naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day.

CP10 - Metal Workers Waste Condition

It is a condition precedent to liability that all oily and/or greasy waste and used cleaning cloths which remain in the **Buildings** overnight will be kept in metal receptacles with metal lids and removed from the **Buildings** at least once a week.

CP11 - Minimum Security Requirements (B)

It is a condition precedent to liability that **Damage** caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the **Policy** Conditions is complied with

- 2) the intruder alarm is installed and put into full and effective operation at night and whenever the **Premises** are closed for **business** or left unattended. We will not regard the intruder alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and the **Insured** have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Insurer(s)**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for **business** or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the **Business** part of the **Premises**.

CP12 - Minimum Security Requirements (C)

It is a condition precedent to liability that **Damage** caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the **Policy** Conditions is complied with
- 2) the intruder alarm provides for a police telephone line, direct line or central monitoring station warning system installed and put into full and effective operation at night and whenever the **Premises** are closed for **business** or left unattended. We will not regard the intruder alarm as effective if the **Insured** have had notice of the withdrawal of such service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Insurer(s)**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for **business** or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the **Business** part of the **Premises**.

CP13 - No Smoking Condition

It is a condition precedent to liability that smoking will not be permitted on the **Premises** at any time and signs to this effect will be prominently displayed.

CP14 - Obsolete Building Clause

The basis of valuation for the purpose of average shall be;

- a) the cost of purchasing a similar building to the **Insured** building plus an allowance for removal of debris costs or
- b) the cost of erecting a modern building providing comparable facilities to the **Insured** building plus an allowance for professional fees, removal of debris costs and the additional expenditure which might arise out of local authorities' requirements.

CP15 - Paint Spraying Conditions

It is a condition precedent to liability that all spraying of paints or varnishes with a flash point below 32 degrees centigrade will be carried out in an area enclosed by non-combustible materials and extraction to the open air and any electrical installation including that for extraction will be of flameproof design and any heating will be of the black-heat type and with fully enclosed elements.

It is also a condition precedent to liability that;

- a) only one days supply of flammables will be kept in the spraying area
- b) all other flammables will be kept in a designated enclosed steel bin or if the stocks of same are substantial they will be kept in a store with high and low level vents to the open air or forced flameproof extractor at floor level
- c) all lighting will also be flameproof
- d) smoking will be prohibited in the areas where processes are carried and signs to this effect will be prominently displayed.

CP16 - Pipe Lagging Condition

It is a condition precedent to liability that either;

- a) there is a heating system linked to a frost-stat and a minimum temperature of 4°C is maintained between 31st October and 31st March or
- b) all pipes are adequately lagged.

CP17 - Portable Heating Condition

It is a condition precedent to liability that there will be no use or storage on the **Premises** of paraffin or portable electric or gas heaters or containers unless specifically agreed by the **Insurer(s)** prior to such use or storage.

CP18 - Residential Tenants Clause

It is a condition precedent to liability that any Residential portion(s) of the **Premises** are not let or used by;

- a) local authorities or the department of social security
- b) students
- c) asylum seekers.

CP19 - Smoking Condition

It is a condition precedent to liability that smoking will be prohibited throughout the **Premises** except in offices and /or canteens and for other specifically designated areas. Suitable notices to this effect will be displayed in prominent positions.

CP20 - Stillage Condition

It is a condition precedent to liability that all **Stock** stored on the **Premises** is stored on racks, shelves or stillages not less than 15 centimetres (6 inches) above floor level.

CP21 - Storage of Combustible Materials in the Open Condition

It is a condition precedent to liability that no combustible materials are externally stored within 10 metres of the **Buildings** outside **business** hours.

CP22 - Subsidence Ground Heave and Landslip Extension

Notwithstanding Exclusions 7(a) and 7(b) the insurance by Sections 1 or 2 extends to cover **Damage** caused by Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding;

- a) the first GBP 1,500 of each and every loss after the application of any Condition of Average
- b) **Damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building**
- c) **Damage** caused by or consisting of:-
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- d) **Damage** which originated prior to the inception of this cover
- e) **Damage** resulting from;
 - i) demolition, construction, structural alteration or repair of any property or
 - ii) groundwork or excavation at the **Premises**

Special Conditions

Insofar as this insurance relates to **Damage** caused by Subsidence, Ground Heave or Landslip;

- a) The **Insured** shall notify the **Insurer(s)** immediately they become aware of any demolition, groundworks,
 - excavation or construction being carried out on any adjoining site
- b) The **Insurer(s)** shall then have the right to vary the terms or cancel this cover.

CP23 - Survey Clause

Cover hereon is strictly subject to receipt by **Insurer(s)** of a satisfactory survey carried out by an authorised surveyor within 30 days of the inception date of this insurance or by a date to be agreed by the **Insurer(s)** and advised to the **Insured**.

The **Insurer(s)** reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey.

The **Insured** shall implement the survey requirement(s) or as otherwise agreed by the **Insurer(s)** within a period to be agreed by the **Insurer(s)** and advised to the **Insured**.

If the **Insured** fails to implement the requirement(s) within the period agreed by the **Insurer(s)** then all coverage hereunder shall terminate at the end of said period.

CP24 - Thatch Conditions

It is a condition precedent to liability that;

- a) all chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter
- b) all old thatch and thatching is burnt at a distance of more than 100 metres from the **Premises**
- c) no naked flames or tools producing naked flames be present in the attic or loft space at any time.

If **you** fail to comply with any of the above duties this insurance may become invalid in respect of loss or **Damage** caused by fire.

CP25 - Unoccupancy Conditions

It is a condition precedent to liability that when any **Building** (or part thereof) are untenanted or **Unoccupied**;

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- b) all water tanks, apparatus pipes and heating other than those connected to automatic sprinkler systems must be drained down
- c) all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including:-
 - i) securely locking and fastening all doors and windows
 - ii) any letter boxes being sealed
 - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Premises** at least once a week
- e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming **Unoccupied**
- f) the **Buildings** must be inspected at least once every 7 days by the **Insured** or the **Insured's** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g) notice is to be given to **Insurer(s)** when any untenanted or **Unoccupied** building (or part thereof) is again occupied

Insurer(s) shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

Defined Perils are hereby restricted to fire, lightning, aircraft and explosion only.

CP26 - Unoccupancy Conditions Wider Perils

It is a condition precedent to liability that when any **Building** (or part thereof) are untenanted or **Unoccupied**;

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- b) all water tanks, apparatus pipes and heating other than those connected to automatic sprinkler systems must be drained down
- c) all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including:
 - i) securely locking and fastening all doors and windows
 - ii) any letter boxes being sealed
 - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Premises** at least once a week
- e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming **Unoccupied**
- f) the **Buildings** must be inspected at least once every 7 days by the **Insured** or the **Insured's** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g) notice is to be given to **Insurer(s)** when any untenanted or **Unoccupied** building (or part thereof) is again occupied

Insurer(s) shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

Policy Exclusion 12 is hereby deleted.

Defined Perils are hereby restricted to fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, impact by any road vehicle or animal, falling trees, branches and falling aerials.

CP27 - Use of Heat Conditions

It is a condition precedent to liability that the following precautions are complied with on each occasion of the use or application of heat (as defined below) taking place on the **Premises**;

- a) application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
 - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material
 - ii) at least 2 adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
 - iii) a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
 - iv) blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
 - v) a person must be appointed by the **Insured** to act as an observer to watch for signs of smoke or smouldering or flames

- b) use of asphalt, bitumen, tar, pitch or lead heaters the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

CP28 - Valley Gutter Condition

It is a condition precedent to liability that all valley gutters be inspected and cleared every 6 months.

CP29 - Weekly Waste Condition

It is a condition precedent to liability that all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the **Buildings** at least once a week.

L1 - Bona Fide Sub-Contractors Clause

It is warranted by the **Insured** that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this **policy**
- An indemnity to the **Insured** as principal

It is further warranted by the **Insured** that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

L2 - Manual Work Away Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of manual work undertaken away from the **Insured's** premises other than delivery and collection.

L3 – Total Manual Work Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of employees engaged in work of a manual or non clerical/ non supervisory nature.

L4 - Administration of Drugs Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of the provision and/ or administration of pharmaceuticals or drugs of any nature.

L5 - Abuse Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

L6 - Heat Work Away Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the **Insured**.

L7 - Bodily Treatment Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of the provision of any medical or other bodily treatment, other than first aid treatments.

L8 - Loss, Damage or Corruption of Data Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of the loss, **damage** or corruption of any data, held on or created by, any electronic data processing equipment or system.

L9 - Tree Root Damage Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections B or C that arises from ingress of tree roots or desiccation of the soil caused by trees.

L10 - Sporting Participation Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any bodily injury to any person playing in, training in, or practising any contact sport.

L11 - Damage to Item being Worked Upon Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of loss or **damage**, including shrinkage or discolouration, to articles on which the **Insured** is or has been working where the loss or **damage** results from such work.

L12 - Burning of Debris Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the burning of debris.

L13 - Proprietary Brands Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurer(s)'s** hereon, proprietary brand products only will be used and that these are used and stored in accordance with the manufacturer's instructions.

L14 - Height Limit (10 meters)

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections A or B directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 10 meters from the surrounding floor or ground level.

L15 - Depth Limit (3 meters)

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section A or B, directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 3 metres.

L16 - Haulage Clause

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:

- injury or **damage** caused by the wrongful delivery or the contamination in transit of any load
- injury or **damage** caused by the haulage of hazardous goods
- loss of or **damage** to any goods or their packaging or containers shipped or forwarded by or on behalf of the **Insured**
- the transportation of goods by road tankers

L17 - Libel and Slander Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of:

Libel, slander or defamation
Slander of title of goods or other injurious falsehood
Wrongful misrepresentation

L18 - Products: Component Part Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section C, directly or indirectly resulting from **damage** to goods to which the **Insured's product** is an additive or component part.

L19 - Emergency Services Notification Clause

It is warranted by the **Insured** that precedent to the liability of **Insurer(s)'s**, all Police, Fire and Ambulance services are notified prior to the commencement of the **Insured** event and that the **Insured** adheres to all of their recommendations.

L20 - Rights of Recourse Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurer(s)'s** hereon, full Rights of Recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of products or components.

L21 - Waste Disposal Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurer(s)'s**, all waste material of any description shall be disposed of at a licensed refuse site in accordance with the terms of such licence.

L22 - Live Entertainment and Disco Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the provision of discos and/or live entertainment of any nature.

L 23 - Claims Made Warranty (Products Liability)

It is noted and agreed that Section C, Products Liability (item 13) 'Indemnity' is revised as follows:
The **Insured** is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or **Damage** occurring and notified to **Insurer(s)'s**, during the Period of Insurance and arising out of or in connection with any **Product** during the period of insurance.

L24 - Use of Dogs Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the use of any dog in connection with the **business**.

L25- Dogs Warranty

It is warranted by the **Insured** that at all times during which any dog is used in connection with the **Business**, it shall be kept under physical restraint and (if not adequately tethered or confined) under the control of a competent handler.

L26 - Underground Services Clause (Applicable to Section B)

In respect of loss of or **damage** to cables, pipes or other services located underground, it is a condition precedent to liability that prior to undertaking any digging, boring or excavation, the **Insured** has:

- taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of **damage**. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site
- retained a written record of the measures that were taken to locate such cables, pipes and services
- conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the **Insured** Indemnity under this **policy** shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or **damage**, or penalties and/or fines, which are imposed on the **Insured** by the relevant authorities as a result of any **damage**.

L27 – Professional Services Exclusion (Applicable to Section B)

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of breach of professional duty or wrongful or inadequate advice, whether a fee is charged or not. It is hereby noted and agreed that this Exclusion replaces Exceptions to Section B (12.6)

L28 - USA and Canada Products Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of any **products** supplied, including **products** supplied prior to the inception of this insurance which the **Insured** knows, or could have reasonably been expected to know, would be used within the United States of America of Canada.

L29 – High Risk Location Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with work undertaken on or at any of the following locations or premises:

- refineries, bulk storage or production premises in the oil, gas or chemical industries.
- offshore structures and work underground or underwater.

- aircraft, hovercraft, aerospace systems or watercraft (other than at docks, harbours, boatyards or inland waterways not involving the use of heat).
- railways or airports.

L30 – Personal Protective Equipment Warranty

It is a condition precedent to the liability of **Insurer(s)'s** that the use or wearing of Personal Protective Equipment by any Person Employed is rigorously enforced and that Personal Protective Equipment is supplied to the Person Employed and that a formal record is maintained confirming receipt of such equipment.

L31 - Wood-Working Machinery Exclusion

Insurer(s)'s shall have no liability under Section A of this insurance to provide an indemnity or benefit for any legal liability arising out of or in connection with any claim arising out of or in connection with the **Insured's** employee's use of woodworking machinery, driven by steam, gas, water, electricity or other mechanical power. The expression "Wood-Working Machinery" shall be deemed to include:-

- lathes
- fret-saws
- boring Machines
- sanding Machines
- mechanically-driven portable tools applied to the work by hand, other than pendulum and swing saws.

L32 - Structural Steel Erection Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with any work undertaken by the **Insured** involving the erection of structural steelwork.

L33 - Excludes Heat Work Away other than by BFSC

Insurer(s)'s shall have no liability under this **policy** to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the **Insured** or work being carried out by Bona Fide Subcontractors.

L34 - Welding Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with welding or flame-cutting away from the **Insured's** premises.

L35 - Products Exclusion (Applicable to Section C)

It is hereby understood and agreed that this **policy** does not indemnify the **Insured** for Products Liability including all liability for goods and services supplied.

L36 - Toxic/Hazardous Goods Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with the carriage, dumping or disposal of toxic, corrosive, explosive and/or hazardous goods by the **Insured**.

L37 - Waste Transfer Station Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with the operation or ownership of waste transfer stations.

L38 – Skip Hirers Warranty

It hereby understood and agreed that the following warranty applies to Section B of this Insurance:

It is warranted by the **Insured** that when skips are left by the **Insured** on the public highway:

- The **Insured** will comply with all current Local Authority requirements.
- Skips will be lit during the hours of darkness.

L39 - Skip Hire Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in consequence of any skip hire and/or supply.

L40 - Trackside Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with any work trackside.

L41- Tree Felling Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any tree felling and/or lopping.

L42 – Spray Painting Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of spray painting of any nature.

L43 – Power Cleaning Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of any work involving sand blasting and/or power cleaning of any nature.

L 44 – Plant Hire Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurer(s)'s** hereon, all plant and/or equipment hired out will be subject to the following conditions:

- (a) All plant and/or equipment hired out will be subject to the current Contractors Plant Association or Scottish Plant Operators Association Conditions of Hire unless otherwise agreed and a copy of the **Insured's** standard hiring conditions lodged with **Insurer(s)'s**
- (b) All plant and/or equipment is maintained in a safe and sound condition and is examined by the **Insured** prior to and at the end of each hire period and any defects rectified.

L45 - Demolition Sites Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of work carried out on demolition sites.

L46 - Landfill Sites Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the ownership and/or operation of landfill sites.

L47 - Participant to Participant Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any bodily injury caused by the negligent act and/or omission of any participant towards another participant.

L48 - Travel Insurance Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurer(s)'s** hereon, adequate travel insurance is arranged on each occasion when the **Insured** persons are travelling outside the United Kingdom.

L49 - Amusement Arcade Exclusions

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of the following amusements and/or activities:

- (a) Mechanically or electrically powered rides of any nature (other than static coin operated rides)
- (b) Children's playground and/or soft play equipment of any nature
- (c) Any equipment and/or amusement that involves the kicking and/or punching of any objects.
- (d) Any equipment and/or amusement that involves the throwing and/or firing of projectiles of any nature.
- (e) Any equipment and/or amusement for use outside the **Insured's** premises.

L50 - Fork-Lift Truck Condition

It is a condition precedent to liability under this **Policy** that the use of fork-lift trucks is subject to the following procedures

1. operatives must be at least 18 years of age
2. operatives must
 - a) complete a training course in the safe use of fork-lift trucks through an Accredited Training

Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive and

- b) complete a refresher course within 5 years of the initial training programme and
- c) the **Insured** must retain appropriate documentation verifying completion thereof.

L51- Burning and Welding Warranty

The **INSURED** hereby warrants that the following special precautions will be complied with on each occasion of any of the following work:

- (a) Work involving the use of any blow lamp, blow torch, flame gun or hot air gun:
 - (i) The area in which work is to be carried out is to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible material;
 - (ii) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
 - (iii) All blow lamps, blow torches and flame guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
 - (iv) Hot air guns are to be switched off when unattended and immediately after use;
 - (v) During the period of not less than thirty minutes immediately following completion of each period of work, a continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work;

- (b) Work involving any electric, gas or other welding, cutting or portable grinding equipment:
 - (i) The area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
 - (ii) Wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
 - (iii) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
 - (iv) All torches are to be lit and used in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
 - (v) All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
 - (vi) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off;
 - (vii) Wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
 - (viii) Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

- (c) Work involving asphalt or bitumen tar boilers:
 - (i) Regulation spill trays are to be used
 - (ii) All tar boilers are to be kept wholly at ground level.
 - (iii) The equipment and work is not to be left unattended at any time whilst in use
 - (iv) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work.

- (v) Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition),

L52- Gymnasium Clause

It is a condition precedent to liability under this **Policy** that the use of gymnasiums is subject to the following procedures

- a) all equipment is inspected at least once each week and any defects found are repaired immediately;
- b) the **Insured** shall ensure that all equipment is used in accordance with the manufacturer's instructions
- c) the **Insured** shall obtain a 'Health & Gym experience questionnaire' from all members and/or participants;
- d) where the member and/or participant does not have sufficient experience or fitness level, an adequate induction course shall be provided by the **Insured** for the said member and/ or participant

L53- Full Repairing Lease Clause

It is a condition precedent to the liability of **Insurer(s)'s** that all properties that are owned by the **Insured** and leased to tenants are subject to agreements (on a full repairing lease basis) that require the tenant to maintain and repair the property.

L54- Deep Fat Fryer Warranty

It is a condition precedent to the liability of **Insurer(s)'s** that for any oil and fat frying and cooking ranges and equipment:-

- a) all flues, cooker hoods, grease traps and filters are cleaned not less than once a week and the ducting must be steam cleaned or chemically cleaned along its entire length at intervals not exceeding 6 months.
- b) multi-purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained ready for immediate use together with fire blanket
- c) thermostatic temperature control or cut-out devices are fitted
- d) oil sumps are emptied weekly
- e) the extractor fan and frying range be serviced annually and a service report be available for inspection by the **Insurer(s)'ss**
- f) a non-combustible receptacle be used to store waste and batter scraps and removed from the premises at the end of each frying session
- g) for an oil or gas fired range, a flame cut-off must be fitted to the hood and ducting must not have been installed within 150mm of any combustible material

L55- Printers Warranty

Insurer(s)'s shall have no liability under this insurance to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any bodily injury, death, disease, illness or nervous shock, loss, destruction or **damage** arising from:

- a) the slow sporadic rotation or intermittent movement of a machine intended to place it more advantageously for cleaning or repair whilst guards are removed
- b) the use of Toluene Di-isocyanate (TN) or other volatile Isocyanates.

L56- Mobile Telephone Equipment Exclusion

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section C, directly or indirectly resulting from or in consequence of any Radio-Frequency Radiation or Electromagnetic Radiation from any **Product** Supplied.

L57- Boating Lake Warranty

Insurer(s)'s shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections B or C in consequence of the hiring of motorised boats or any water craft exceeding 5 metres in length

In connection with the hiring out of non-mechanically propelled boats this certificate shall only provide an indemnity, if:

- a) life saving equipment and means of summoning emergency assistance are available at all times
- b) all boats are inspected every morning and any boats which are or become defective are removed from use until such defects are remedied
- c) life jackets are available for use by hirers of sailing boats at no extra charge and all hirers are required to wear such jackets
- d) a motorised rescue boat in good working order will be available at all times and in this connection coverage extends to indemnify the **Insured** in respect of use of such rescue or safety boat provided that such boat is only used by the **Insured** or their employees.

Policy Conditions

Alteration in Risk

This **Policy** shall be avoided if after the commencement of this insurance there is any alteration in risk;

- a) by removal
- b) by change of occupation or use of the **Property Insured**
- c) whereby the risk of **Damage** accident or liability is increased
- d) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
- e) whereby the **Insured's** interest ceases except by will or operation of law

unless such alteration is admitted by the **Insurer(s)'s** in writing.

Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer(s)'s**.

Asbestos Condition in respect of sections 1-8 only

- 1) This **Policy** only insures asbestos physically incorporated in an **Insured** building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** by one of these Listed Perils; Fire, lightning, explosion, aircraft, riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact ,sprinkler leakage, subsidence.

This coverage is subject to all limitations in the **Policy** to which this endorsement is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be **Insured** under this **Policy** for **Damage** by a Listed Peril.
- b) the Listed Peril must be the immediate sole cause of the **Damage** to the asbestos.
- c) the **Insured** must report to the **Insurer(s)'s** the existence and cost of the **Damage** as soon as practicable after the Listed Peril first **Damaged** the asbestos.

However this **Policy** does not insure any such **Damage** first reported to the **Insurer(s)'s** more than 12 (twelve) months after the expiration or termination of the **Period of Insurance**.

This **Policy** shall provide no cover (whether for physical **Damage business** interruption delay of repair or other consequential loss) in respect of;

- i) wear and tear or inherent defect, quality or vice in or of any asbestos
 - ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (**Damaged** or otherwise) or
 - iii) any asbestos which the Listed Peril has not physically **Damaged**.
- 2) Except as set forth in the foregoing Part A. of this endorsement, this **Policy** does not insure asbestos or any interest relating thereto.

Average

If, at the time of any **Damage** to **Property Insured**, the **Sum Insured** specified on the **Schedule** by the relevant item is less than the full value of the **Property Insured** by that item, the amount payable by the **Insurer(s)'s** will be proportionately reduced.

Cancellation

This **Policy** may be cancelled at any time at the request of the **Insured** in writing to the Intermediary who affected the **Policy**, and the premium hereon shall be adjusted on the basis of the **Insurer(s)'s** receiving or retaining the premium calculated at the **Insurer(s)'s** then current rates for short term insurance. Notwithstanding anything contained within the Survey Clause, this certificate may also be cancelled by or on behalf of the **Insurer(s)'s** by 14 days' notice given in writing to the **Insured** at his last known address, and the premium hereon shall be adjusted on the basis of the **Insurer(s)'s** receiving or retaining pro rata premium. Notice shall be deemed to be duly received in the course of the post if sent by pre paid letter-post properly addressed.

Claims – Insured's Duties

On the happening of any event which may give rise to a claim the **Insured** shall;

- a) General - applicable to all Sections;
 - i) notify the **Insurer(s)'s** immediately
 - ii) take all practicable steps to recover property lost and otherwise minimise the claim
 - iii) inform the Police immediately if the loss or **Damage** is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
 - iv) give all information and assistance the **Insurer(s)'s** may require in a timely manner
- b) Applicable to Sections 1-8;
Within 30 days or such further time as the **Insurer(s)'s** may in writing allow deliver to the **Insurer(s)'s** a written claim providing at their own expense all details proofs and information regarding the cause and amount of **Damage** as the **Insurer(s)'s** may reasonably require together with details of any other insurances on any **Property Insured** by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters

No claim under this Section shall be payable unless the terms of this condition have been complied with

- c) Applicable to Sections 9, 10 and 11;
 - i) within 14 days after the expiry of the **Indemnity Period** or within such further time as the **Insurer(s)'s** may in writing allow at their own expense deliver to the **Insurer(s)'s** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** or resulting loss of rental income
 - ii) the **Insured** shall at their own expense also provide the **Insurer(s)'s** with such books of account and other **business** books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by the **Insurer(s)'s** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the **Insurer(s)'s** immediately.

Claims - Insurer(s)'s Rights

The **Insurer(s)'s**;

- a) On the happening of **Damage** in respect of which a claim is made may without thereby incurring any liability or diminishing any of the **Insurer(s)'s** rights under this **Policy** enter take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Insurer(s)'s** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner

No property may be abandoned to the **Insurer(s)'s** whether taken possession of by the **Insurer(s)'s** or not.

- b) shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

Change in Tenancy Clause

The **Insured** must advise the **Insurer(s)'s** of all changes in tenancy or occupation within the **Property Insured**.

Conditions & Observance of Policy Terms

Every Condition shall from the time the Condition attached apply and continue to be in force during the whole currency of this **Policy** and non-compliance with any such Condition whether it increases the risk of **Damage** or not shall be a bar to any claim provided that whenever this **Policy** is renewed a claim occurring during the renewal period shall not be barred by reason of a Condition not having being complied with at any time before the commencement of such period

The due observance and fulfilment of the terms, Provisions, Conditions, Special Clauses and Endorsements of this **Policy** by the **Insured** in so far as they relate to anything to be done or complied with by the **Insured** will be a condition precedent to any liability of the **Insurer(s)'s** except insofar as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to **Employees**.

E.U. Disclosure Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the **Insured** or anyone acting on their behalf to obtain any benefit under this **Policy** or if any **Damage** be occasioned by the willful act or with the connivance of the **Insured** all benefit under this **Policy** shall be forfeited.

Identification

This **Policy** and the **Schedule** (which forms an integral part of this **Policy**) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meanings wherever they may appear.

Minimum Security Requirements

- a) It is a condition precedent to liability under this **Policy** that all protections provided for the safety of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the **Insurer(s)'s** and shall be in full and effective operation when the **Premises** are closed for **Business** or left unattended, and at all other appropriate times
- b) It is a condition precedent to liability under this **Policy** that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations
- c) In the event of the **Insured** receiving any notification;
 - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
 - iii) that any alarm system cannot be returned to or maintained in full working orderthen with immediate effect;
 - 1) it shall be a condition precedent to liability under this **Policy** that the **Insured** shall notify **Insurer(s)'s** as soon as possible, at which time **Insurer(s)'s** shall reserve the right to vary terms or cancel cover provided under this **Policy**
 - 2) the **Insured** shall be responsible for the first 20% of any loss, destruction or **Damage** by theft or attempted theft subject to a minimum contribution of GBP2,500
 - 3) it shall be a condition precedent to liability under this **Policy** that the **Insured** shall comply with any requirements that **Insurer(s)'s** impose in response to such notice.

Misrepresentation and misdescription

This **Policy** shall be voidable in any event of misrepresentation, misdescription or non-disclosure in any material particular.

Non Invalidation Clause

The Insurance of this Section shall not be invalidated by any act, omission or alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the **Insured** provided that, immediately the **Insured** becomes aware thereof they shall give notice to **Insurer(s)'s** and pay an additional premium if required.

Other Insurances and Average

- a) Applicable to Sections 1 - 8;
 - i) if at the time of any **Damage** there is any other insurance effected by or on behalf of the **Insured** covering any of the property **Damaged** the liability of the **Insurer(s)'s** hereunder shall be limited to its rateable proportion of such **Damage**
 - ii) if any other insurance shall be subject to any average (under insurance) condition this Section if not already subject to any Condition of Average shall be subject to Average in like manner
 - iii) if any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the **Insurer(s)'s** hereunder shall be limited to that proportion of the **Damage** as the **Sum Insured** hereby bears to the value of the property.
- b) Applicable to Sections 9, 10 and 11;
If at the time of any **Damage** resulting in a loss under this Section there be any other insurance effected by or on behalf of the **Insured** covering such loss or any part of it the liability of the **Insurer(s)'s** hereunder shall be limited to its rateable proportion of such loss

Portable Heating Condition

It is a condition precedent to liability that there will be no use or storage on the **Premises** of paraffin or portable gas heaters or containers unless specifically agreed by the **Insurer(s)'s** prior to such use or storage.

Reasonable Precautions

The **Insured** shall;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

Reinstatement

If any **Property Insured** by Sections 1 – 8 is to be reinstated or replaced by the **Insurer(s)'s** the **Insured** shall at their own expense provide all such plans, documents, books and information as may be reasonably required. The **Insurer(s)'s** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items **Insured** more than its **Sum Insured**.

Sanctions

The **Insurer(s)** shall not be deemed to provide cover and no **Insurer(s)** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that **Insurer(s)** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union **United Kingdom** or United States of America.

Several Liability Notice

The subscribing **Insurer(s)** obligations under **Policies** to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing **Insurer(s)** are not responsible for the subscription of any co-subscribing **Insurer(s)** who for any reason does not satisfy all or part of its obligations.

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other **Insurer(s)** that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

Subrogation

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

The **Insurer(s)'s** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** at its own expense and for its own benefit any claim for indemnity or **damages** or otherwise.

Complaints Procedure

This **Policy** is insured 100% by Syndicate DTW1991 at Lloyd's. In the event that **you** wish to make a formal complaint **you** should contact the Compliance Officer at Syndicate DTW1991 using one of the following options:-

- (a) In writing (letter or email) to the address shown below or
- (b) By telephone to the telephone number shown below or
- (c) Face to face (should **you** wish to speak to someone face to face please telephone Syndicate DTW1991 at the number shown below and this will be arranged).

The Compliance Officer
Syndicate DTW1991
R&Q Managing Agency Limited
5th Floor
Fountain House
130 Fenchurch Street
London
EC3M 5DJ

Email: complaints@DTW1991.com
Tel +44 (0)20 7 977 0876
Fax +44 (0)20 7 283 9872

Once **your** complaint is received Syndicate DTW1991 shall attempt to respond within 10 working days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that **you** remain dissatisfied **you** can refer the matter to Lloyd's. Their address and contact details are as follows:-

Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Email complaints@lloyds.com
Tel +44 (0)20 7327 5693
Fax +44 (0)20 7327 5225

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

If **you** remain dissatisfied after Lloyd's has considered **your** complaint **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

If **you** are seeking resolution as an individual acting for purposes outside their trade business or profession as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than £1m annual income or a trustee of a trust with net asset value of less than £1m. **You** may refer the matter to the following organisation.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Tel: For UK callers: 0800 023 4 567 (free phone), or from a mobile 0300 123 9 123 (but charges apply)
Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply)
Web: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

Syndicate DTW1991 is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations, **you** may be entitled to compensation from this scheme. Further details can be obtained from:

Financial Services Compensation Scheme
7th Floor
Lloyds Chambers
Portsocken Street
London
E1 8BN

Tel: +44 (0)20 7 892 7300

Fax: +44 (0)20 7 892 7301

Web: www.fscs.org.uk