

Policy

Terrorism Insurance

FORM: ANGEL –Terrorism Jan 2016

SPECIMEN

Introduction

This Policy is a contract between **you** and **us**, based upon the **statement of fact**. It is arranged through **Angel** on **our** behalf in accordance with the authority granted under the Contract Number stated in the Schedule.

This Policy consists of Terms, Definitions, Exclusions and Conditions, the Schedule and endorsements as well as the **statement of facts**, all of which are deemed to be a single document and are to be read as one contract.

Please read the Policy carefully and make sure that it meets **your** needs. **You** should contact **your** broker immediately if any corrections are necessary.

Data Protection Act

Any information provided to **us** regarding **you**, any person indemnified or any person employed will be processed by **us** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Complaints Procedure

We are dedicated to providing a high quality service and **we** want to ensure that **we** maintain this at all times.

If **you** have any questions or concerns about the policy, or the handling of a claim please contact **your** broker through whom this policy was arranged.

If **you** wish to make a complaint **you** can do so at any time by referring the matter to:

Complaints Manager
Atrium Underwriters Limited
Room 790 Lloyd's
1 Lime Street
London
EC3M 7DQ

E-mail: James.Lee@atrium-uw.com

Telephone Number: +44 (0) 20 7327 4877

If **you** remain dissatisfied after **we** have considered **your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. 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, or **you** have not received a decision by the time **we** and Lloyd's have taken eight (8) weeks overall to consider **your** complaint, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567

(free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

Regulatory Information

(a) **Atrium Underwriters Limited**

Atrium Underwriters Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204834).
Registered office: Room 790 Lloyd's, 1 Lime Street, London, EC3M 7DQ.
Registered in England No. 1958863.

(b) **AXIS Specialty Europe SE**

AXIS Specialty Europe SE (London Branch) is a branch of AXIS Specialty Europe SE and is authorised and regulated by the Financial Conduct Authority.
Principal Place of Business: 4th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.
AXIS Specialty Europe SE is authorised and regulated by the Central Bank of Ireland.
Registered office: Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland.
Registered in Ireland No. C33643.

(c) **Angel Risk Management Limited**

Angel Risk Management Limited is authorised and regulated by the Financial Conduct Authority.
Registered office: 3rd Floor, 1 Legg Street, Chelmsford, Essex, CM1 1JS.
Registered in England No. 2942487.

You can check these out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768 and the Central Bank of Ireland's website www.centralbank.ie which includes a register of all the firms they regulate or by calling the Central Bank of Ireland on +353 (0)1 224 6000.

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Definitions

Words shown in **bold** type have the same meaning wherever they appear in this Policy.

Act of Terrorism

means the **certified** act(s) of, or the **verified threat** made by, any person or group(s) involving the use of force or violence for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

Act of Sabotage

means the **certified** act(s) of, or the **verified threat** made by, any person or group(s) intended to cause disruption, obstruction or destruction for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

Angel

means Angel Risk Management Limited.

Associated Policy

means the associated policy(ies) stated in the Schedule.

Bodily injury

means any bodily injury, sickness or disease suffered by any person (other than any perpetrator(s) of the **occurrence** which is caused solely by an **occurrence** and any emotional distress, mental anguish, mental stress suffered by that person as a direct consequence of such physical injury, which independently of illness or any other cause resulted in that person's death, disablement or the incurring of medical expenses.

Certified

means the formal confirmation from HM Treasury or other authorised body of Her Majesty's government in the United Kingdom that an act of terrorism has taken place within England, Scotland, Wales, Isle of Man or the Channel Islands.

Computer system

means any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications systems, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers) firmware or microcode, or any electronic documents utilised in the ownership, security and management of an electronic communication system.

Damage

means direct physical loss, destruction or physical damage.

Excess

means the first part of each claim or loss and which is payable by **you** before **we** make any payment under this Policy. The excess in respect of each **occurrence** will be the amount stated under the relevant Section in the Schedule. The Limit(s) of Indemnity stated under each Section in the Schedule are in excess of and are not reduced by the amount of any excess. In the event that more than one excess applies in any one operative Section then only the higher excess will apply in respect of each **occurrence**.

Financial loss

means the financial losses and expenses that, save for a terrorism exclusion, would otherwise be covered under the business interruption, loss of rent, alternative accommodation or increased cost of working section(s) of the **associated policy**.

Insured person

means any person insured under the personal accident section of the **associated policy**.

Nuclear installation

means any installation designed or adapted for:

- (a) the production or use of atomic energy; or
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- (c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear reactor

means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy.

Occurrence

means any **Act of Terrorism** or **Act of Sabotage**. Multiple losses as a result of acts which have, or appear to have, the same related purpose or are committed by persons acting under a common leadership, occurring within a period of 72 consecutive hours shall be considered one loss for the purposes of this Policy.

Period of insurance

means the period stated in the Schedule.

Pollution

means the seepage and/or discharge of pollutants or contaminants including but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

Premises

means the property insured for buildings and contents cover by this policy and as stated in the Schedule.

Statement of fact

means all and any information supplied to **us** by or on **your** behalf.

Threat

means an intention to cause **damage**, loss of life or bodily injury and which poses an immediate and real risk of occurring within the **vicinity** of the **premises**.

Verified

means either:

- (a) a **threat** has been passed to **you** by the police or an officer of Her Majesty's Government in the United Kingdom; or
- (b) **you** have informed the police immediately after **you** became aware of the presence of a harmful device or device **you** suspected could be harmful at or within the **vicinity of your premises**.

Vicinity

means within one mile of **your premises**.

We / us / our

means:

| Entity | Subscription |
|---|--------------|
| Atrium Underwriters Limited for and on behalf of Lloyd's Syndicate 0609 | 33.3333% |
| AXIS Specialty Europe SE (London Branch) | 66.6667% |

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (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 an insurer. 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 member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

You / your

means:

- (a) the person, persons or corporate body or other entity named in the Policy Schedule; or
- (b) **your** subsidiary companies which have been notified to and accepted by **us** in writing

and other interested parties covered on the **associated policy** for which there is applicable Limit of Liability shown in the Schedule.

Operative Clauses

1. Damage

We will compensate **you** for **damage** to the property insured caused by an **occurrence** taking place during the **period of insurance** provided that:

- (i) at the time of the **occurrence** the property is insured under an **associated policy**; and
- (ii) at the time of the **occurrence** the property was situated at or in the **vicinity** of the **premises**; and
- (iii) **our** liability for the cost of all such **damage** shall not exceed the aggregate Limit of Liability shown in the Schedule.

2. Liability

we will pay on **your** behalf any sums **you** may legally be obliged to pay as compensation (including interest, claimant's costs, defence costs, fees and expenses) for a claim(s) first brought against **you**, and resulting from an **occurrence** taking place, during the **period of insurance** and which causes:

- (a) **bodily injury**;
- (b) **damage**;

provided that:

- (i) the liability to pay compensation, save for a terrorism exclusion, would otherwise be covered under the liability part of the **associated policy**; and
- (ii) **our** liability for all such claims shall not exceed the aggregate Limit of Liability shown in the Schedule.

3. Business interruption

we will compensate you for the amount of **your Financial loss** resulting from the interruption or interference with **your** business resulting from an **occurrence** during the **period of insurance** and which causes **damage**, or interference as a result of a **verified threat** occurring within the **vicinity** of **your premises** provided that:

- (i) the **Financial loss**, save for a terrorism exclusion, would otherwise be covered under the **associated policy**; and
- (ii) our liability as a result of a **verified threat** occurring within the **vicinity** of **your premises** shall cease 7 days after the applicable **Excess** period; and
- (iii) **our** liability for all such claims shall not exceed the aggregate Limit of Liability shown in the Schedule.

4. Personal accident

If an **occurrence** during the **period of insurance** causes **bodily injury** to an **insured person** whilst on **your premises** or within the **vicinity** of **your premises** we will pay up to the amount specified in the Schedule of Benefits on the **associated policy** provided that:

- (i) the **insured person** was an innocent bystander; and
- (ii) the **bodily injury**, save for a terrorism exclusion, would otherwise be covered under the personal accident part of the **associated policy**; and
- (iii) **our** liability for all claims shall not exceed the aggregate Limit of liability shown in the Schedule.

Extensions

Automatic Acquisition Cover

This **Policy** provides automatic cover for any new property **you** acquire during the **period of insurance** and which becomes insured on the **associated policy** provided that:

- (a) the Total Sum Insured shown on the Schedule does not increase by more than 50%; and
- (b) the Limit of Liability does not increase by more than 50% or £2,500,000 whichever is the lesser from the Limit of Liability shown on the Schedule under Operative Clause 1 Damage.

Where the Total Sum Insured or Limit of Liability would increase by more than 50% or the Limit of Liability by more than 50% or £2,500,000 coverage is not automatically conferred. **You** may request that the Policy be extended to provide cover, but such acceptance shall be at **our** sole discretion and **we** may alter the terms and conditions of this Policy accordingly including the charging of an additional premium. No increase in cover will apply until such time **you** have received written confirmation of acceptance from **us**.

Notices of Interest and Waivers of Subrogation

This Policy will automatically include notices of interest and waivers of subrogation agreed on corresponding **associated policy**. Subject always to the same warranties, terms and conditions and exclusions as the corresponding **associated policy** and then only to the applicable Limit of Liability shown on the Schedule.

Exclusions

Except where specifically included, **we** will not have any liability under this Policy for, or directly or indirectly arising out of, or in any way connected with any of the following:

(a) NCBR

Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, *however* such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.

(b) Asbestos

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, presence of, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos.

(c) Changes in or failure to provide information

any claim against **you** or **damage** or loss sustained by any **insured person** in respect of which:

- (i) information contained in the **statement of fact** which **you** was knew, or ought reasonably to have known, has been misrepresented or which was required by **us** prior to the beginning of the **period of insurance** was not disclosed; or
- (ii) there has been a material change in circumstances from the information contained in the **statement of fact** or in relation to the information required by **us** prior to the beginning of the **period of insurance** but which has not been disclosed about which change **you** knew or reasonably ought to have known

(d) Confiscation

the confiscation, requisition, detention, seizure, legal or illegal occupation, embargo, quarantine, contraband or illegal transportation or illegal trade or any result of any order of public or government authority which deprives **you** of the use or value of **your premises** or of any of **your** property.

(e) Emotional distress

emotional distress, mental anguish, mental stress unless as a direct consequence of a physical injury.

(f) Employers liability

any breach of any obligation owed by **you** as an employer to any employee or former employee or applicant for employment

(g) Information technology

- (i) the failure of any **computer system** to function in the way expected or intended; or
- (ii) the transmission or receipt of any virus, program or code that causes loss or damage to any **computer system** and/or prevents or impairs its proper function or performance; or
- (iii) the use of any weapon which uses electromagnetism, radiation, high energy radio frequencies or microwaves to disrupt electronic equipment;

(h) Jurisdiction and territorial limits

Any:

- (i) legal proceedings brought in a court of law outside the Covered Jurisdictions stated in the Schedule or brought in a court of law within the Covered Jurisdiction in respect of which it is alleged that the applicable law is that of a country, or to enforce a judgement or order made in any court of law outside the Covered Jurisdictions; or
- (ii) business undertaken outside the Territorial Limits shown in the Schedule;

(i) Loss of market

- (i) any loss of market for **your** products or services; and
- (ii) any other consequential loss, except to the extent as provided in Operative Clause 3. Business interruption.

(j) Nuclear installations

any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated on it and attached to it and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to and in any way serve such **nuclear installation** or **nuclear reactor**.

(k) Other insurance

any **damage** or loss where **you** are entitled to cover under the **associated policy** or any other policy of insurance except in respect of any excess beyond the amount which would have been payable under such insurance had **we** not provided this Policy, unless such other insurance is written specifically as excess insurance over this Policy.

(l) Pollution

pollution unless it results from **damage** caused by an **act of terrorism** or an **act of sabotage** provided that:

- (i) such **damage** is derived from pollutants and/or contaminants owned by **you**, or in **your** care, custody or control; and
- (ii) such pollutants and/or contaminants are insured by the **associated policy**; and
- (iii) the maximum **we** shall pay shall not exceed the aggregate Limit of Liability stated in the Schedule.

(m) Products

the manufacture, sale, supply, installation or maintenance of any product of **yours**.

(n) Strikes, riots or civil commotions

malicious damage, strikes, riots or civil commotion unless **damage** or financial loss is caused directly by an **act of terrorism** or **act of sabotage**.

(o) War

war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law.

Where an **act of terrorism** is committed by an agent of a sovereign or government entity operating covertly and not in connection with any operation of armed forces or where the **act of terrorism** is funded by a sovereign or government entity, this will not of itself give rise to the application of this exclusion.

Limit of Liability

The Limits of Liability shown in the Schedule are the maximum amounts **we** will pay for all claims or losses arising from all **occurrences** taking place during the **period of insurance** under each of the Operative Clauses. This means that any payment **we** make under this Policy reduces **our** liability to make any further payment under the terms of the same section of this Policy by the amount paid unless, we reinstate the limits in accordance with Condition (v) Reinstatement.

Conditions

The following conditions apply to the whole of this Policy.

(a) Abandonment

There shall be no abandonment of any property to **us**.

(b) Application of associated policy

This Policy is subject to the same warranties, terms and conditions, definitions, clauses and exclusions as the corresponding **associated policy** for which a claim is made under this Policy. For the avoidance of doubt, in the event of a conflict between the terms of an **associated policy** and the terms of this Policy, for the purposes of this Policy the terms of this Policy shall prevail.

(c) Associated policy

This Policy will only respond if the **associated policy** specified in the Schedule is maintained in full effect for the duration of the **period of insurance**. If it later transpires that the **associated policy** has not been maintained in full force for all or some of the **period of insurance** the cover provided to **you** under this Policy shall only apply whilst the **associated policy** was in full force and effect. The premium payable for this Policy is not refundable even if the **associated policy** expires or is cancelled before the end of the **period of insurance**.

(d) Arbitration

If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** and **we** can choose a suitably qualified person to arbitrate whose decision will be binding on both **you** and **us**.

If **we** have decided to take control of the investigation, settlement or defence of any claim against **you** (in accordance with the terms of the **associated policy** and/or this Policy) then the appointment of an arbitrator shall not prevent **us** from continuing to exercise such control.

You and **we** must both agree to the choice of this person to arbitrate. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

(e) Average

Unless **we** agree otherwise if at the time of **damage** the value of the property insured is greater than the amount shown in the Schedule, **you** will be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly. This condition shall not apply in circumstances where:

- (i) average is not applied under the **associated policy**; and
- (ii) a professional valuation of the property insured which is the subject of the claim has been carried out and forwarded to the insurer of the **associated policy** within the 3 years prior to the **period of insurance**.

(f) Cancellation

Subject always to any lesser period of notice permitted in respect of non-payment of premium, **we** or **you** may cancel this policy by giving thirty days' notice in writing. Unless a claim, circumstance or loss has been notified during the **period of insurance** **you** will be entitled to the return of a proportionate part of the premium in respect of the unexpired **period of insurance**.

If **we** have agreed to collect the premium by direct debit instalments and **we** have not received an instalment within fifteen days after the due date, then **we** shall have the right to cancel this Policy with immediate effect. In such circumstances the **period of insurance** will equate to the period for which the premium instalments have been received by **us**.

We will confirm the cancellation and amended **period of insurance** in writing.

(g) Change of information

The **statement of fact** provided by **you** or on **your** behalf is the basis of this Policy. **You** must tell **us** as soon as reasonably practicable of any change in that information **you** become aware of during the **period of insurance**. **We** may then change the terms and conditions of this Policy.

(h) Continuous cover

We and **you** agree that this Policy will automatically renew at the end of the **period of insurance** stated in the Schedule and at each subsequent anniversary date annually after it until either **we** or **you** cancel this Policy. Therefore, wherever there is reference to a **period of insurance** in the Policy wordings, it will mean the twelve month period from the last anniversary date.

Prior to each anniversary date **we** will issue a Duty of Disclosure to **you** (via **your** broker) as a reminder to **you** of certain information that **you** have supplied to **us** and that **we** hold on **our** file. As there is no annual proposal form requirement, it is very important that **you** tell **us** via **your** broker as soon as reasonably practicable of any changes to this information. Failure to do so may invalidate all or part of **your** Policy.

We may at **our** discretion amend the premium, or change the terms or conditions of this Policy, however if this is **our** intention **we** will give **you** (via **your** broker) at least thirty days notice of any intended changes.

If **you** are unhappy with **our** proposed amendments, **you** will have the option to decline to continue with the Policy at the anniversary date or, if the amendments are proposed during the **period of insurance**, in accordance with the cancellation condition.

(i) Day one reinstatement

If the **associated policy** includes a provision for index linking and or an up lift in the Limit of Liability shown in the Schedule under Operative Clause 1 Damage due to the effect of inflation and or repair cost inflation this Policy is subject to the same warranties, terms and conditions, definitions, clauses and exclusions as the corresponding **associated policy**. Provided, the Limit of Liability does not increase by more than 135% from the Limit of Liability shown on the Schedule under Operative Clause 1 Damage.

(j) Defence and settlement of claims

We have the right, but not the obligation, to take control of any claim against **you** and to conduct the investigation, settlement or defence in **your** name, even if any of the allegations of the claim are groundless, false or fraudulent.

We may choose to settle a claim instead of defending it if **we** do not think there is a reasonable prospect of success or after taking into account the commercial considerations of the costs of defence.

If **you** refuse to agree to any settlement or compromise recommended by **us** which is acceptable to the claimant and **you** elect to contest the claim, the most **we** will pay including defence costs will not exceed the amount for which the claim could have been settled, less the **excess**, plus the defence costs incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and **we** will have the right to withdraw from the further defence of the claim by tendering control of the defence to **you**.

(k) Duty to co-operate

Following notification under the Notification condition, **you** must provide **us** via **Angel**, at **your** expense, with any information which **we** may reasonably require and **you** must cooperate fully in the investigation defence or settlement of any claim under this Policy.

(l) Fraudulent claims

If **you** make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

(m) Governing Law

This Policy shall be governed by and construed in accordance with the laws of England and Wales.

(n) Inspection and Audit

We shall be permitted to inspect **your** property at any time.

We may examine and audit **your** books and records at any time up to two years after the **period of insurance**, as far as they relate to the subject matter of this Insurance.

(o) Interpretation

Unless the context otherwise requires:

- (a) headings are descriptive only, not an aid to interpretation; and
- (b) all reference to specific legislation shall include amendments to and re-enactments of such legislation; and
- (c) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect.

(p) No admission of liability

You shall not, without **our** prior approval, admit liability for, compromise, settle or make any offer or payment in respect of any claim where cover has been or will be requested under this Policy.

(q) Non-avoidance

We will not:

- (a) seek to avoid or repudiate this Policy for non-disclosure or misrepresentation unless the non-disclosure or misrepresentation was intentional;
- (b) seek damages for or seek to reject a claim on the grounds of non-disclosure or misrepresentation or on the grounds of a breach of any warranty given in the course of negotiating this Policy save where such non-disclosure, misrepresentation or breach was intentional.

If **we** have grounds to believe that **you** may have failed to disclose or have misrepresented a material fact or that a warranty has been breached **you** must establish to **our** satisfaction that such alleged non-disclosure, misrepresentation, breach or untrue statement was not deliberate or made with any intention to deceive.

(r) Notification

In the event of an **occurrence**, **you** must take the following action as soon as practicable:

- (a) notify the police authority and offer them all reasonable assistance immediately it becomes evident that any **damage** has been caused;
- (b) carry out and permit to be taken any action to prevent further **damage** or which may be reasonably practicable to minimize or stop any interruption of or interference with **your** business or to avoid or diminish any loss,
- (c) deliver to **us** via **Angel**, at **your** own expense and as soon as reasonably possible (and, in any event, no later than 60 days after the expiry of the **period of insurance**):
 - (i) full details in writing of the **occurrence**, property affected and an estimate of the amount of **damage** caused; and
 - (ii) details of any other insurances applicable to the **damage** being claimed for, whether **you** intend to make a claim against such insurances or not or whether such insurances are valid and collectible or not; and
 - (iii) any other evidence and information relating to the loss as **we** may require.

In addition, in the event of **your** suffering **business interruption** **you** must at **your** own expense;

- (d) not later than fourteen days after the expiry of the indemnity period or within such further time as **we** may allow, deliver to **us** via **Angel** in writing details of all other insurances covering property used by **you** at the **premises** for the purpose of **your** business and the amount of any resulting **Financial loss**;
- (e) deliver to **us** via **Angel** such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidences as may be reasonably required by **us** for the purpose of investigating or verifying the claim.

(s) Payments on account

If **you** wish payments on account will be made to **you**, subject to any necessary adjustment at a later date once the claim has been finalised.

(t) Precautions and care

You are required to:

- (a) take all reasonable precautions to prevent or minimise accidents or injury; and
- (b) take all reasonable precautions to prevent or minimise **damage** to the property insured;

- (c) exercise due care in the supervision of persons employed; and
- (d) use **your** best endeavours to observe and comply with statutory or local authority obligations, regulations, laws or bye-laws.

(u) Premium payment

Unless **we** have agreed that the premium can be paid via direct debit instalments, the premium must be paid in full to **us** within thirty days of the beginning of the **period of insurance**. If **we** have not received the premium by the due date then **we** will have the right to cancel this Policy by giving fifteen days written notice. In the event of cancellation, the premium due to **us** will be on a pro-rata basis for the **period of insurance** **we** have been on risk.

(v) Reinstatement

In the event of an **occurrence** giving rise to **our** being liable to make a payment under one or more of the Operative Clause(s) in force at the beginning of the **period of insurance** . **We** will automatically reinstate up to 100% of the applicable Limit of Liability shown in the Schedule with effect from the day after the date of that **occurrence** for the remainder of the period of insurance.

(w) Rights of third parties

You and **we** are the only parties to this Policy. No other person has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy, but this does not affect any right or remedy they may have other than by that Act.

(x) Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

(y) Subrogation

You must give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this Policy, in **your** name but at **our** expense.