

CMU

Capital Markets Underwriting

CMU Commercial Combined



Commercial Combined Insurance

THIS IS TO CERTIFY that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to Capital Markets Underwriting Ltd by various insurers stated in 'Identity of Insurers' whose proportionate liability will be detailed on request, all of whom are herein after referred to as "We/Us/Our/Underwriters".

THE UNDERWRITERS agree to indemnify the Assured to the extent and in the manner provided herein against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved in consideration of the premium specified in the policy schedule attaching hereto.

PROVIDED always that:

- 1) The liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted by a mid term adjustment Schedule having been signed by or on behalf of the Underwriters;
- 2) This Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

Effected Through

Capital Markets Underwriting Limited
Arden House
Arden Grove
Harpenden
Hertfordshire
AL5 4SL

Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

The Certificate 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.

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

Employers' Liability Tracing Office

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, employer's 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 available form as required by the Employers' Liability Insurance: Disclosure By Insurers 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 the 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'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- 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, insurers 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.

Commercial Combined Insurance Preamble

In consideration of the Premium having been paid to the Underwriters,

We hereby agree, to the extent and in the manner hereinafter provided, to indemnify You against loss or Damage sustained or legal liability for accidents happening during the Period of Insurance subject to the terms, limitations, exclusions and conditions of this Certificate.

An Insuring Clause is only operative if stated as such in the Schedule.

The headings of each Insuring Clause, Addenda, Exclusion or Condition are for ease of identification only.

The General Definitions, General Exclusions and General Conditions of the Certificate apply to all Insuring Clauses in addition to the Definitions, Exclusions and Conditions applicable under each individual Insuring Clause, unless endorsed herein to the contrary.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

In the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

A change in risk shall allow us to avoid a claim or impose additional terms or conditions.

It is important that You comply with any conditions in addition to Your duties under each section and under the Policy as a whole. If You breach any of these We may deny Your claim, or reduce the amount We pay You.

If you are in any doubt about any of the above you should consult your insurance broker or advisor.

Insuring Clause 1 – Property Damage

If the Property, or any part of such Property, shall sustain Damage other than by an excluded cause, We shall pay to You the value of the Property at the time of its loss or destruction or the amount of the Damage or, at Our option, reinstate or replace the Property or any part of such Property.

(A) Definitions Applicable to Insuring Clause 1

- 1) "Damage" shall mean accidental loss, destruction or Damage.
- 2) "Defined Peril(s)" shall mean fire, lightning, explosion, earthquake, subterranean fire, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), aircraft or other aerial devices or articles dropped therefrom, storm, flood, escape of water from any tank, apparatus or pipe and impact by any road vehicle or animal.
- 3) "Plan No(s)" shall mean those plan no(s) of the plans (of the Premises) lodged with Us.
- 4) "Property" shall mean the Property specified in the Schedule.

(B) Limit and Excess Applicable to Insuring Clause 1

- 1) The total amount payable
 - a) In respect of Damage to the Premises, caused by theft or attempted theft, shall not exceed such sum as may be sufficient to make good such Damage as may fall to be borne by You
 - b) During any one Period of Insurance in respect of each item shall not exceed the Sum Insured stated in the Schedule against such item
 - c) During any one Period of Insurance in respect of all Damage shall not exceed the sum of the Sums Insured stated in the Schedule against each item.
- 2) You have to bear the amount stated below in respect of each and every loss at each separate Premises as ascertained after the application of all the terms of the Certificate including Condition (F1) (Average)
 - a) In respect of all Damage £250 unless otherwise stated in the Schedule

(C) Addenda Applicable to Insuring Clause 1

- 1) Designation Clause. For the purpose of determining, where necessary, the heading under which any Property is insured, We agree to accept the designation under which the Property has been entered in Your books.
- 2) Professional Fees. Unless more specifically insured the insurance by each item on Buildings and Machinery includes an amount in respect of architects', surveyors', consulting engineers', legal and other professional fees necessarily and reasonably incurred in the reinstatement of the Property insured by the said items consequent upon its loss, destruction or Damage but not for preparing any claim. It being understood that where fees are not insured as a separate item, Our liability for such fees shall not exceed in total the Sum Insured for each item.
- 3) Buildings. Except where specifically insured the buildings and/or contents of
 - a) Small outside buildings, annexes, loading bays and conveniences
 - b) Extensions communicating with any of the Buildings described
 - c) External fire escapes, staircases, gangways and pedestrian ways
 are insured under the item applying to the Buildings to which such Property is attached or belongs.
- 4) Capital Additions. Indemnity extends to include newly erected buildings, extensions and alterations to existing buildings and newly acquired plant and machinery and these shall be held covered before inclusion in the Schedule for a sum not exceeding 15% of the Sum Insured / declared value or £250,000 whichever is the less, unless otherwise shown in the Schedule on such Property at the situation concerned but not appreciation in value; Provided that You undertake to notify Us of the

additions as soon as practicable and to effect the appropriate insurance retrospectively to the date of the commencement of Your liability on such Property. Following such notification the provisions of this extension are fully reinstated.

- 5) Contract Price. If goods sold (but not delivered), for which You are responsible, are subject to a sale contract which by reason of its conditions is cancelled due to loss, destruction or Damage of or to the Property insured (the subject of a valid claim under this Insuring Clause) the amount payable in respect of such goods shall be based on the contract price. For the purposes of this insurance, the value of all goods to which this extension could apply in the event of loss, destruction or Damage shall also be ascertained on this basis.
- 6) Grounds of the Premises. Indemnity extends to include the costs paid, with Our consent in making good the grounds of the Premises damaged by the fire brigade or any other emergency service(s) following loss, destruction or Damage of or to the Property insured (the subject of a valid claim under this Insuring Clause) excluding any amount exceeding £5,000 during any Period of Insurance.
- 7) Non-Invalidation. The insurance by this Insuring Clause shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the Premises not occupied by You, whether constituting an increase in risk or not, provided that You, immediately You become aware thereof, inform Us of such alteration and pay the reasonable additional premium We may require.
- 8) Debris Removal. Unless more specifically insured, the insurance by each item on Buildings and Machinery includes the costs and expenses necessarily paid by You, with Our consent, in
 - a) Removing debris
 - b) The dismantling and/or demolishing
 - c) Shoring up or propping

of the portion(s) of the Property insured by the said items (other than stock and materials in trade or merchandise) lost, destroyed or damaged by any cause hereby insured against but excluding costs or expenses

- i) Incurred in removing debris except from the site of such Property lost, destroyed or damaged and the area immediately adjacent to such site
 - ii) Arising from pollution or contamination of Property not insured by this Insuring Clause.
- 9) Reinstatement of Loss. In the event of loss insured by this Insuring Clause, the Sum(s) Insured will be reinstated automatically in full from the date of the loss, destruction or Damage provided that You
 - a) Pay any additional premium We may require
 - b) Comply with any reasonable recommendations We may make to prevent further loss, destruction or Damage.
- 10) Theft Damage to Buildings. Indemnity extends to include loss, destruction or Damage of or to the Building(s) insured under this Insuring Clause caused by theft or attempted theft provided that You are liable for repairing such Damage but excluding
 - a) Any amount exceeding £10,000 any one occurrence
 - b) Loss, destruction or Damage caused by fire, explosion or malicious Damage
 - c) Loss, destruction or Damage of or to any Unoccupied Building
 - d) Loss, destruction or Damage expedited or in any way brought about by You, any member of Your family, or director, partner or employee, other than by loss by theft or attempted theft involving entry to or exit from the Premises by forcible and violent means or following threat of or assault or violence to You, any member of Your family, or director, partner or employee
 - e) Loss, destruction or Damage arising from or due to the voluntary parting with title or possession of any Property insured if induced by any fraudulent scheme, trick, device or false pretence or which is not traceable to a specific event.

- 11) Temporary Removal. The Property (other than stock and materials in trade or merchandise) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes
- Elsewhere on the same Premises
 - To any other Premises and whilst in transit to and from such Premises by road, rail or inland waterway in the British Isles.

The amount recoverable under this extension in respect of each item shall not exceed

- In the event of loss, destruction or Damage occurring elsewhere on the same Premises, the amount which would have been recoverable had the loss, destruction or Damage occurred in that part of the Premises from which the Property is temporarily removed
- In the event of loss, destruction or Damage occurring at any other Premises or whilst in transit to or from such Premises, 15% of the Sum Insured or declared value by such item after deducting therefrom the value of any building (exclusive of fixtures and fittings), stock and materials in trade or merchandise insured thereby.

This extension does not apply to

- Property which is otherwise insured
- Loss or destruction of or Damage to Property in the open or in transit caused by storm or flood
- Loss, destruction or Damage to motor vehicles and motor chassis licensed for normal road use

- 12) Temporary Removal of Deeds and Documents. Indemnity extends, in so far as it applies to deeds and other documents (including stamps thereon), manuscripts, plans and writing of every description and books (written and printed), to cover such Property, for an amount not exceeding 15% of the total value thereof, whilst temporarily removed to any Premises, not in Your occupation, and whilst in transit to or from such Premises by road, rail or inland waterway all in the British Isles.

- 13) Temporary Removal of Computer Systems Records. Indemnity extends to include computer systems for an amount not exceeding £1,000 while temporary removed to any other Premises (not occupied by You) and while in transit to or from such Premises against loss destruction or Damage excluding loss, destruction or Damage
- To Property in the open or in transit caused by storm or flood
 - To Property which is more specifically insured
 - Occurring outside of the British Isles.

- 14) General Interests. The interest in the Property insured under this Insuring Clause of those supplying Property to You under a hiring, leasing or similar agreement is noted in this insurance it being understood that in the event of loss, destruction or Damage, the nature and extent of such interest will be disclosed by You.

- 15) Interested Parties. The act of neglect of any mortgagor, leaseholder or lessee or the occupier of any Building insured under this Insuring Clause, whereby the risk of loss, destruction or Damage is increased without the authority or knowledge of any mortgagee, freeholder or lessor shall not prejudice the interest of the latter party / parties in this insurance provided that they shall immediately on becoming aware of such act or neglect, notify Us in writing and pay the reasonable additional premium We may require.

- 16) Spontaneous Heating. The insurance by this Insuring Clause extends to include loss, destruction or Damage of or to coal, coke and wood blocks caused by their own spontaneous fermentation, heating or combustion.

- 17) Motor Vehicles. Motor vehicles (including their accessories and equipment) are excluded from this Insuring Clause except, where more specifically insured in respect of any amount over and above that recoverable under such more specific insurance.

- 18) Sale of the Buildings. Without effecting Your rights under this Certificate in the event of You entering into a contract to sell Your interest in the Buildings insured under this Insuring Clause and, between exchange of contracts and completion of the sale, the Buildings are lost, destroyed or damaged by any cause insured against under this Insuring Clause, the contracting purchaser who completes the purchase will have the benefit of the insurance in respect of such loss, destruction or Damage up to the date of completion, but only to the extent that the contracting purchaser cannot recover his or her loss from elsewhere.

- 19) Workmen. Workmen are allowed in all or any of the Buildings insured for the purpose of effecting minor structural alterations and repairs without prejudice to this insurance.

- 20) Additional Metered Water Charges. The insurance by this Insuring Clause extends to include additional metered water charges incurred by You and for which You are responsible as a result of the accidental escape of water from water tanks, apparatus or pipes at the Premises provided that You maintain a record of readings from the water authority meter at intervals of not more than 7 days.

The amount payable as indemnity shall be ascertained by comparing the charge made by the water authority on their account for the period during which the loss of metered water occurred, with the charges for the previous period adjusted for any relevant factors affecting Your normal consumption of water during the periods concerned.

We shall not be liable for

- Loss, destruction or Damage in respect of any Building which is Unoccupied
- More than £5,000 in any one Period of Insurance

- 21) Public Authorities. The insurance by each item on Buildings and Machinery includes such additional cost of reinstatement of the lost, destroyed or damaged Property insured by such item as may be incurred solely by reason of the necessity to comply with statutory regulations or local authority bye-laws;

Provided that

- The amount recoverable under this extension shall not include
 - The cost incurred in complying with any of the aforesaid statutory regulations or bye-laws
 - In respect of loss, destruction or Damage occurring prior to the granting of this extension
 - In respect of loss, destruction or Damage not insured by this Insuring Clause
 - Under which notice has been served upon You prior to the happening of the loss, destruction or Damage
 - In respect of undamaged Property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from the insurance by this Insuring Clause) of that portion of the Property destroyed or damaged
 - The additional cost that would have been required to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the statutory regulations or bye-laws not arisen
 - The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with any of the statutory regulations or bye-laws.

- The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the loss, destruction or Damage, or within such further time as We may (during the said 12 months) in writing allow, and may be carried out wholly or partially upon another site (if the statutory regulations or bye-laws so

necessitate) subject to Our liability under this extension not being thereby increased.

- c) If Our liability under any item, apart from this extension, shall be reduced by the application of any of the terms and conditions of this Insuring Clause then Our liability under this extension in respect of any such item shall be reduced in like proportions.
- d) Total amount recoverable under any item of the Policy under this extension shall not exceed 15% of its Sum Insured.

22) Reinstatement. In the event of the Property insured (other than Stock, Rent, motor vehicles (including their accessories and equipment), any item which relates solely to debris removal and professional fees, employees', directors', partners', customers', and visitors', pedal cycles, tools and other personal effects) being lost, destroyed or damaged, the basis upon which the amount payable is to be calculated shall be the reinstatement of the Property lost, destroyed or damaged.

For the purposes of the insurance under this clause "reinstatement" shall mean the carrying out of the work mentioned below, namely

- a) Where Property is lost or destroyed, the rebuilding of the Property, if a building, or, in the case of other Property, its replacement by similar Property in either case in a condition equal to but not better or more extensive than its condition when new
- b) Where Property is damaged, the repair of the Damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions applicable to this clause:-

- i) The work or reinstatement (which may be carried out upon another site and in any manner suitable to Your requirements subject to Our liability not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under this Insuring Clause if this clause had not been incorporated therein shall be paid.
- ii) When any Property insured under this clause is lost, destroyed or damaged in part only Our liability shall not exceed the sum representing the cost which We could have been called upon to pay for reinstatement if such Property had been wholly destroyed.
- iii) No payment beyond the amount which would have been payable under this Insuring Clause if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- iv) Each item insured under this extension is declared to be separately subject to the following Conditions of Average, namely: If, at the time of loss, destruction or Damage the Sum Insured represents less than 85% of the full reinstatement cost of the Property covered within such Sum Insured, We shall pay only for that proportion of any loss, destruction or Damage which the Sum Insured bears to such cost.
- v) No payment beyond the amount which would have been payable under this Insuring Clause if this clause had not been incorporated therein shall be covered by any other insurance effected by You or on Your behalf which is not upon the identical basis of reinstatement set forth herein.
- vi) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Insuring Clause if this clause had not been incorporated therein, the terms and conditions of this Insuring Clause, including Condition (F)(1) Average, shall apply as if this clause had not been incorporated.

D) Exclusions Applicable to Insuring Clause 1

This Certificate does not provide an indemnity for

- 1) Damage caused by or consisting of
 - a) Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - b) The bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.
but this shall not exclude such Damage not otherwise excluded which itself results from a Defined Peril.
- 2) Damage caused by or consisting of
 - a) Faulty or defective workmanship, operational error or omission, by You or on the part of any of Your 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 Your Employees
- 3) Damage caused by or consisting of
 - a) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, change in temperature, colour, flavour, texture or finish, marring, scratching, vermin or insects
 - b) Damage consisting of
 - i) Joint leakage, failure or welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - ii) Mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
but this shall 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 itself results from a cause not otherwise excluded.
- 4) Loss or destruction or Damage caused by pollution or contamination but this shall not exclude loss, destruction 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.
- 5) Damage caused by or consisting of
 - a) Subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake, subterranean fire or the escape of water from any tank, apparatus or pipe
 - b)
 - i) The normal settlement or bedding down of new structures
 - ii) The settlement or movement of made up ground ii) Coastal or river erosion
 - c) Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - d) The voluntary parting with title or possession of any Property insured if induced by any fraudulent scheme, trick, device or false pretence.

- 6) Damage caused by theft or any attempted theft but this shall not exclude loss of the Property insured at the premises
 - a) Caused by theft involving entry to or exit from the Premises by forcible and violent means by the person(s) committing the said theft, nor Damage to the Property, or the Premises (not insured elsewhere in this Insuring Clause), falling to be borne by You which shall be due to any such theft or any attempted theft
 - b) Damage to the Property or the Premises consequent upon and in connection with assault or violence or threat thereof to You or any of Your employees.
- 7) Loss, destruction of or Damage to a Building, structure or car park, yard, road, pavement or path caused by its own collapse or cracking unless resulting from a Defined Peril in so far as it is not otherwise excluded.
- 8) Damage to moveable Property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust, theft or attempted theft.
- 9) Damage of or to Property in any yard, car park, open space, open sided building caused by theft or attempted theft.
- 10) Damage of or to any car park, road, pavement or path consisting of or caused by weight, vibration or vehicle.
- 11) Damage
 - a) Caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - b) (Other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 12) Damage in respect of any Building which is Unoccupied
 - a) Caused by freezing
 - b) Caused by escape of water from any tank, apparatus or pipe, or escape of oil from any heating installation
 - c) Caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
 - d) Caused by theft, or any attempted theft.
- 13) Damage to fixed glass and fixed sanitary ware
 - a) Which is broken or damaged at the commencement of this insurance
 - b) In respect of any Building which is Unoccupied.
- 14) Damage to
 - a) Jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
 - b) Property in transit
 - c) Money, cheques, stamps, bonds or credit cards but this shall not exclude Damage caused by a Defined Peril and not otherwise excluded
 - d) Glass (other than fixed glass), china, earthenware (other than fixed sanitary ware), marble or other fragile or brittle objects, but this shall not exclude
 - i) Damage caused by a Defined Peril and not otherwise excluded
 - ii) Damage caused by theft, or any attempted theft, and not otherwise excluded.
- 15) Damage to
 - a) Vehicles licensed for road use (other than fork lift and stacker trucks) and their accessories and equipment, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - b) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
 - c) Land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - d) Livestock, growing crops, trees, shrubs plants or lawns but this shall not exclude Damage to trees, shrubs and plants used for ornamental purposes only and contained within the structure of the Building caused by a

Defined Peril and not otherwise excluded, provided that they do not form part of Your Stock

- e) Explosives
 - f) Securities of any description unless stated otherwise in this Insuring Clause or the Schedule.
- 16) Property which at the time of the happening of the Damage is insured by or would, but for the existence of this Insuring Clause, be insured by any marine insurance Policy or certificate other than in respect of any excess beyond the amount which would have been payable under the marine insurance Policy or certificate had this insurance not been effected.
 - 17) Any Property more specifically insured by You or on Your behalf.
 - 18) Loss, destruction or Damage in respect of the component part of any dynamo, electric motor or other electrical plant installation, apparatus or conductor caused by its own self-heating or self-ignition.
 - 19) Consequential loss or Damage of any kind or description other than loss of rent when such loss is specifically included under this Insuring Clause.

(E) Addenda Applicable to Insuring Clause 1

Asbestos Endorsement

- a) This insurance only insures asbestos physically incorporated in an insured building or structure and then only that part of the asbestos which has been physically damaged during the Policy period 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 Certificate and in addition to each of the following specific limitations:

- 1) The said building or structure must be insured under this Certificate for damage by that Listed Peril.
- 2) The Listed Peril must be the immediate sole cause of the damage of the asbestos.
- 3) The Assured must report to Underwriters the existence and cost of the Damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this insurance does not insure any such damage first reported to the Underwriters more than twelve (12) months after the expiration, or termination, of the Policy period.

This insurance shall provide no cover (including without limitation in respect of 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 non-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) by 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 aforesaid Listed Peril has not physically damaged
- b) Except as set forth in Clause a) of this endorsement, this insurance does not insure against any Damage, injury, liability, costs or expenses incurred arising out of asbestos.

(F) Conditions Applicable to Insuring Clause 1

- 1) Average. Applicable to the Sum Insured by each item of this Insuring Clause (other than by any items which relate solely to Rent, debris removal and professional fees). If the Sum Insured shall at the commencement of any loss, destruction or Damage (covered under any item of this Insuring Clause or any clause) be less than the value of the Property covered within such Sum Insured, the amount payable by Us in respect of such loss, destruction or Damage shall be proportionately reduced.
- 2) Unoccupied Buildings. You must notify Us, in writing, as soon as reasonably possible when You become aware that
 - a) A Building or portion of a Building is or is to become Unoccupied or is to be left without regular daily occupation for a continuous period of 21 days or more
 - b) An Unoccupied Building or portion of a Building has or is due to become occupied, giving Us full details of the purposes for which it is to be used.
You may be required to pay an additional premium.
- 3) Household Goods. Unless otherwise stated in the Schedule, no one curio, picture or other work of art, stamp collection, article of jewellery, gold, silver or other precious metal or fur shall be considered of greater value than 5% of the Sum Insured by any item on Household Goods.
- 4) Explosion. In respect of any vessel machinery or apparatus, or its contents, belonging to or under the control of You which requires to be examined to comply with any statutory regulations cover against loss, destruction or Damage caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of an insurance certificate, Policy or other contract providing the required inspection service.

Insuring Clause 2 – Money and Personal Assault

- 1) Money.
 - a) We will, in respect of losses occurring within the British Isles indemnify You against loss of Money whilst the Money is
 - i) In transit
 - ii) In the custody of collectors for 24 hours from the time of receipt or until the next working day
 - iii) In the Premises
 - iv) In any Private Residence
 - v) On contract or exhibition sites whilst Your Employees are working thereat
 - vi) In the night safe at a bank.
- 2) Personal Assault.
If, during the Period of Insurance
 - a) You or any other member of Your family or any director, partner or Employee of the Business suffers Bodily Injury
 - b) clothing and personal effects belonging to You or any other member of Your family or any director, partner or employee of the Business are lost or damaged as a direct result of robbery or attempted robbery in the course of the Business, We will pay to You the appropriate benefit as set out in the Scale of Benefit specified in (B) Limit and Excess Applicable to Insuring Clause 2

Definitions Applicable to Insuring Clause 2

- 1) "Bodily Injury" shall mean accidental bodily injury caused solely and directly by violent, external and visible means which is the sole and direct cause of Death, Loss of Limb, Loss of Sight, Speech or

- Hearing, Permanent Total Disablement or Temporary Total Disablement as described in the Scale of Benefits.
- 2) "Money" shall mean Negotiable Money and Non-Negotiable Money for which You are responsible and used for the purposes of the Business.
- 3) "Negotiable Money" shall mean current coin, bank and currency notes, uncrossed cheques, uncrossed postal and money orders, unused postage stamps, unused National Insurance Stamps, National Savings Stamps and Certificates, unexpired units in franking machines, luncheon and customer redemption vouchers, trading stamps, holiday with pay stamps, telephone cards and travel tickets (solely for Your personal use, or use by any director, partner or Employee).
- 4) "Non-Negotiable Money" shall mean crossed cheques (including crossed giro cheques and drafts but excluding pre- signed blank cheques), crossed bankers' drafts, crossed postal and money orders, crossed warrants, used National Insurance Stamps, VAT purchase invoices, credit card and debit card sales vouchers and Premium Bonds.
- 5) "Private Residence" shall mean the private residence, away from the Premises, where You or any director, partner or Employee of the Business or that of Your authorised representative (who is entrusted with money) permanently reside.
- 6) "Working Hours" shall mean the normal working hours of the Business, including overtime, during which You or any of Your Employees who are entrusted with money are
 - a) For Premises occupied solely for the purpose of the Business, in such Premises
 - b) For Premises occupied for the purposes of the Business with a private dwelling communicating, in that portion of such Premises used solely for the purpose of the Business
 - c) For contract or exhibition sites, on the contract or exhibition site.

(B) Limit and Excess Applicable to Insuring Clause 2

- 1) In respect of Insuring Clause 2(1) (Money) the total amount payable shall not exceed the undernoted Limit(s) in respect of any one claim:
 - a) Negotiable Money
 - i) In the Premises out of Working Hours
 - 1) Contained in a locked safe or strongroom details of which are specified in the Schedule. Limit - as stated in the Schedule
 - 2) Contained in any other locked safe or strongroom. Limit- £2,500
 - ii) In the Premises out of Working Hours not contained in a locked safe or strongroom. Limit £250
 - iii) In the custody of any one collector. Limit - £500
 - iv) In any Private Residence
 - 1) Contained in a locked safe or strongroom. Limit - £1,000
 - 2) Not contained in a locked safe or strongroom. Limit - £250
 - v) In transit sent in registered post - £500 (any one package)
 - vi) Any company credit or debit card issued for use in connection with Your Business. Limit - £1,000 (per card any Period of Insurance).
 - b) Non-Negotiable Money. Limit - £250,000
 - c) Any other loss of Money. Limit - As stated in the Schedule
 - d) Safes, Strongrooms and Cash Registers. Loss of, or Damage to, any safe, strongroom or cash register caused by theft or attempted theft of Money. Limit - Cost of repair or reinstatement
 - e) Cash Carrying Cases. Loss of, or Damage to, any cash carrying cases, bag or security waistcoat caused by theft or attempted theft of Money. Limit - Cost of repair or reinstatement

- f) Franking Machines. Loss of, Damage to, any franking machine caused by theft or attempted theft of Money. Limit - Cost of repair or reinstatement
- 2) In respect of Insuring Clause 2(2) (Personal Assault), the undernoted Scale of Benefits shall be payable for each person:-
- Death. Bodily Injury resulting in death occurring within 104 weeks of suffering the Bodily Injury - £10,000
 - Loss of Limb. Bodily Injury resulting in total loss of use of one or more hands or feet occurring within 104 weeks of suffering the Bodily Injury - £10,000
 - Loss of Sight or Speech or Hearing. Bodily Injury resulting in total and irrecoverable loss of: all sight in one or both eyes or the power of speech or the sense of hearing occurring within 104 weeks of suffering the Bodily Injury - £10,000
 - Permanent Total Disablement. Bodily Injury resulting in permanent total disablement (other than loss of limb or loss of sight or speech or hearing) necessarily and continuously preventing the insured person from attending to Business or occupation of any description which, having lasted for 104 weeks from the date of suffering the reasonable bodily injury, is beyond hope of improvement - £10,000
 - Temporary Total Disablement. Bodily Injury resulting in total disablement necessarily preventing the insured person from attending to his/her usual Business or occupation or, if the insured person has no occupation, necessarily confining the person to a private dwelling or other Premises where he/she is under treatment - £100 for each week of disablement
 - Clothing and Personal Effects. Loss of, or Damage to, clothing and personal effects belonging to an insured person. The amount of the loss or Damage up to a maximum of - £500

Additional limitations applicable in respect of the aforementioned Scale of Benefits:-

- We shall pay benefit for only one of items (a) to (d) inclusive for any one person.
- Permanent total disablement must commence within 104 weeks of suffering the Bodily Injury.
- Benefit (d) shall not be payable until 104 weeks after the date of suffering the Bodily Injury.
- To qualify for benefit (e) the injured person must have received medical attention from and continued under the care of a qualified medical practitioner.
- Benefit (e) is payable for a maximum of 104 weeks from the date of suffering the Bodily Injury.
- Benefit (e) is no longer payable once benefit (a), (b) or (c) becomes claimable.

(C) Addenda Applicable to Insuring Clause 2

Business Visits Abroad. This Insuring Clause extends to include loss of Money arising out of visits in connection with the Business by You or any director, partner or Employee outside the British Isles, subject to a limit of £500 in respect of any one loss.

(D) Exclusions Applicable to Insuring Clause 2

This Certificate does not provide an indemnity for

- Money in gaming, amusement, change giving or vending machines.
- Loss due to fraud or dishonesty by Your employees unless the loss is discovered not more than 30 days after it occurs.
- Shortages due to accounting or clerical error or omission.

- Loss of Money from unattended motor vehicles.
- Consequential loss of any kind or description or loss due to depreciation in value or to the use of counterfeit Money.
- Loss due to falsification of accounts.
- Loss insured under a Fidelity Guarantee insurance Policy or certificate.
- Loss of Money in transit sent in unregistered post.
- Loss due to the use of any company credit or debit card if the provisions, conditions and other terms under which such cards have been issued have not been fully complied with.
- In respect of Insuring Clause 2 (2) (Personal Assault)
 - Bodily Injury in so far as it is directly or indirectly due to, or prolonged by, pregnancy or childbirth
 - Any amount exceeding the benefits set out in the Scale of Benefits
 - Any person under the age of 16 or over the age of 70
 - Property belonging to any person under the age of 16 or over the age of 70
 - Property insured elsewhere in this Certificate or in any other insurance Policy or certificate

(E) Conditions Applicable to Insuring Clause 2

- Record of Money. It is a condition precedent to liability under this section that a complete record shall be kept of
 - Money in transit
 - Money in any Premises at which Money is covered under this Insuring Clause and such record shall be deposited in some place other than in any safe or strongroom containing Money.
- Keys and Combination Codes. It is a condition precedent to liability under this section that no keys or combination codes of any safe or strongroom containing Money are in the Premises out of Working Hours unless You or any director, partner or Employee of the Business (who is entrusted with Money) permanently reside at the Premises, and/or no keys or combination codes of any safe or strongroom containing Money shall, out of Working Hours, be
 - In the Business portion of the Premises
 - In or about that particular portion of the Premises in which such safe or strongroom is kept or situated.
- Escorted Money. It is a condition precedent to liability under this section that each single transit of Negotiable Money above £2,500 be escorted as follows:

Amount in Transit	Minimum Escort
£ 2,501 to £ 5,000	At least 2 responsible able-bodied adults
£ 5,001 to £10,000	At least 3 responsible able-bodied adults
£10,001 and over	Specialist security organisation the name of which has been lodged with Us

Insuring Clause 3 – Goods in Transit.

We will indemnify You against accidental loss of or Damage to the Goods whilst in Transit in or on any Conveyance including loading and unloading such Conveyance for the purposes of such Transit.

In the event of loss or Damage by an insured cause to any Property insured by this Insuring Clause, We shall pay the cost of replacing it by similar Property in a condition equal to but not better than its condition at the time of such loss or Damage, except for Property which can be economically repaired, in which case the cost of repair will be paid.

If the Property lost or damaged forms part of a machine consisting of several parts when complete for sale or use, We shall pay only the cost of replacement or repair of such part and not for the whole machine.

(A) Definitions Applicable to Insuring Clause 3

- 1) "Conveyance" shall mean any conveyance, stated in the Schedule, in connection with the Business.
- 2) "Goods" shall mean Business goods owned by You or for which You are responsible, but excluding
 - a) Deeds, bonds, bills of exchange, money, securities for money, cheques, promissory notes, stamps and documents of any kind
 - b) Bullion, precious stones, jewellery, articles of gold silver or other precious metal and furs
 - c) explosives.
- 3) "Transit" shall mean transit, in connection with the Business, anywhere within the British Isles.

(B) Limit and Excess Applicable to Insuring Clause 3

- 1) Any claim(s), during any Period of Insurance, shall not exceed the Sums Insured stated in the Schedule in respect of any one Conveyance
 - a) Per vehicle
 - b) Any other method of despatch; Provided that all loss or Damage arising out of one original cause at any one location shall not exceed the Limit of Indemnity stated in the Schedule.
- 2) You shall pay the first £100 of each and every claim.

(C) Addenda Applicable to Insuring Clause 3

- 1) Tarpaulins, Ropes, Pallets. In the event of loss or Damage of or to the Goods, (the subject of a valid claim under this Insuring Clause), We shall also insure You in respect of accidental loss or Damage to tarpaulin sheets, ropes, pallets, dunnage and toggles whilst in Transit in or on any Conveyance.
- 2) Debris Removal and Additional Transfer Costs. In the event of loss or Damage of or to the Goods, (the subject of a valid claim under this Insuring Clause), We shall pay costs and expenses reasonably incurred in removing the debris and clearing the site and, provided that, at the same time, the Conveyance carrying such Goods suffers loss or Damage
 - a) Caused by fire
 - b) Due to its accidental overturning, or its collision with any object.We shall also pay costs and expenses reasonably incurred in reloading the Conveyance or transferring such Goods to any other vehicle. We will not pay for any costs or expenses incurred in removing debris except from the site of such Property lost or damaged and the area immediately adjacent to such site or arising from pollution or contamination of Property not insured by this Insuring Clause.
- 3) Drivers Personal Effects. If there is loss or Damage of or to Goods (the subject of a valid claim under this Insuring Clause) and, at the same time, the personal effects or tools of the driver or mate of the Conveyance carrying such Goods are lost or damaged by the same cause, We shall pay the cost of replacing such personal effects or tools (less a deduction for wear and tear), unless they can be economically repaired, in which case the cost of repair will be paid. This extension does not cover loss of or Damage to
 - a) money, cheques and credit cards
 - b) Property otherwise insured.

The most We shall pay in respect of all personal effects and tools on any one Conveyance is £500.

- 4) Reinstatement of Loss. In the event of loss insured by this Insuring Clause, the Sum(s) Insured will be automatically reinstated in full from the date of the loss, destruction or Damage provided that You

- a) Pay any additional premium We may require
 - b) Comply with any reasonable recommendations We may make to prevent further loss or Damage.
- 5) Commercial Travellers' Samples. The Insurance by this Insuring Clause extends to include commercial travellers' samples whilst temporarily stored in any stockroom, hotel or commercial traveller's house in the course of transit by any Conveyance, for an amount not exceeding £1,000 any one occurrence.

(D) Exclusions Applicable to Insuring Clause 3

This Certificate does not provide an indemnity for

- 1) Loss or Damage occurring outside the British Isles.
- 2) Loss or Damage caused by theft or attempted theft, or unexplained shortage or disappearance, whilst the Conveyance containing the Goods is left unattended from the last Business Transit of the day until collected the following day by the driver or such other responsible person authorised by You unless
 - a) The Conveyance is securely locked at all points of access, and any security devices are put into full and proper operation, and all keys are removed and
 - b) The Conveyance is
 - i) Garaged in a securely locked building, or
 - ii) Contained in a securely locked vehicle park or compound with security attendant on duty at all times.
- 3) Loss or Damage due to wear and tear, vermin, insects, mildew, rust, depreciation, shrinkage, evaporation, loss of weight, inherent vice, inherent nature, gradual deterioration and any other deterioration not directly caused by fire or accidental Damage.
- 4) Mechanical or electrical breakdown failure or derangement unless exterior Damage first occurred to the Goods.
- 5) Delay, loss of market or any other consequential loss of any kind or description.
- 6) Loss or Damage to any living creature other than from fire, explosion, theft or attempted theft.
- 7) Loss of, or Damage to, any Property caused by defective or inadequate packing or insufficient addressing.

(E) Conditions Applicable to Insuring Clause 3

- 1) Average. Applicable to the Sum Insured by each item of this Insuring Clause. If at the time of loss or Damage, the Sum Insured represents less than the replacement cost of the Property it applies to, We shall pay only for that proportion of any loss or which the Sum Insured bears to such replacement cost.
- 2) Reasonable Precautions. It is a condition precedent to liability under this Insuring Clause that You must take all reasonable precautions to prevent loss or Damage by
 - a) Maintaining the Conveyance(s), including any security devices fitted thereto, in an efficient and roadworthy condition and ensure they are suitable for the purpose for which they are to be used
 - b) Exercising reasonable care in the
 - i) Selection and employment of Employees, and shall before engaging Employees or entrusting them with any Goods obtain satisfactory written references
 - ii) Packaging and labelling or addressing of the Goods
 - c) Complying with regulations imposed by any lawful authority.

Insuring Clause 4 – Specified All Risks

If the Property or any part of such Property be lost or damaged by any accident or misfortune whilst within the Territorial Limits We will, by payment or at Our option by reinstatement, replacement or repair, indemnify You against such loss or Damage.

(A) Definitions Applicable to Insuring Clause 4.

"Property" shall mean the Property specified in the Schedule. "Territorial Limits" shall mean territories a), b) and c) CHECK detailed below, which shall only be applicable to the specific item(s) of Property if stated as such in the Schedule

- 1) The Premises
- 2) British Isles
- 3) Other territories details of which have been lodged with and approved by Us.

(B) Limit and Excess Applicable to Insuring Clause 4

- 1) The total amount payable during any one Period of Insurance in respect of each item shall not exceed the Sum Insured stated in the Schedule against such item.
- 2) You shall pay the first £100 of each and every claim

(C) Addenda Applicable to Insuring Clause 4

- 1) Reinstatement of Loss. In the event of loss insured by this Insuring Clause, the Sum(s) Insured will be reinstated automatically in full from the date of the loss, destruction or Damage provided that You
 - a) Pay any additional premium We may require
 - b) Comply with any reasonable recommendations We may make to prevent further loss or Damage.
- 2) Reinstatement Basis of Settlement. In the event of the Property insured other than Stock, motor vehicles (including their accessories and contents) and employees, directors, partners, customers or visitors pedal cycles, tools and personal effects, being lost or damaged the basis upon which the amount payable is to be calculated shall be
 - a) Where Property is lost or destroyed its replacement by similar Property in a condition equal to but not better or more extensive than its condition when new
 - b) Where Property is damaged the repair of the Damage and restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new.

(D) Exclusions Applicable to Insuring Clause 4

This Certificate does not provide an indemnity for

- 1) Loss or Damage caused by wear and tear, depreciation, gradual deterioration, vermin, moth or insects, fungus, condensation, any gradual operating cause or any process of cleaning, dyeing, repairing or renovation.
- 2) Loss by unexplained disappearance or inventory shortage.
- 3) Theft or attempted theft or unexplained shortage or disappearance of Property from any unattended vehicle or where the vehicle is stolen at the same time unless the Property
 - a) Is concealed in a locked boot or stowage area within the vehicle; and
 - b) All points of access are securely locked, security devices are put in full and proper operation; and
 - c) Force is used to gain entry to the vehicle and such entry causes external and visible Damage to the vehicle.

- 4) Loss or Damage caused by or consisting of mechanical or electrical breakdown unless caused by accidental Damage to the exterior of the item.
- 5) Consequential loss of any kind or description.
- 6) Loss or Damage caused by the voluntary parting with title or possession of any Property insured if included by any fraudulent scheme trick, device or false pretence.

(E) Conditions Applicable to Insuring Clause 4

- 1) Average. Applicable to the Sum Insured by each item of this Insuring Clause.
If the Sum Insured shall at the commencement of any loss, destruction or Damage (covered under any item of this Insuring Clause or any extension) be less than the value of the Property covered within such Sum Insured, the amount payable by Us in respect of such loss destruction or Damage shall be proportionately reduced.

Insuring Clause 5 – Refrigerated Stock

We will indemnify You against loss of or Damage to Stock, in the cold chamber of any Refrigerating Machine, by deterioration or putrefaction due to a rise or fall in temperature from any cause not excluded by this Insuring Clause.

(A) Definitions Applicable to Insuring Clause 5

"Refrigerating Machine" shall mean the refrigerating machine(s), specified in the Schedule, contained in the Premises.

(B) Limit and Excess Applicable to Insuring Clause 5

- 1) The total amount payable during any one Period of Insurance in respect of each item shall not exceed the Sum Insured stated in the Schedule against such item.
- 2) You shall pay the first £100 of each and every claim.

(C) Addenda Applicable to Insuring Clause 5

- 1) Reinstatement of Loss. In the event of loss insured by this Insuring Clause, the Sum(s) Insured will be automatically reinstated in full from the date of the loss, destruction or Damaged provided that You
 - a) Pay any additional premium We may require
 - b) Comply with any reasonable recommendations We may make to prevent further loss or Damage.

(D) Exclusions Applicable to Insuring Clause 5

This Certificate does not provide an indemnity for

- 1) Loss of Damage occurring in any Refrigerating Machine which is more than 10 years old.
- 2) Loss or Damage arising from Your wilful act or neglect or from any process of cleaning, repairing or restoring.
- 3) Loss or Damage caused by the deliberate act of the power supply authority (other than in protecting life or the power supply system)
- 4) Loss or Damage covered by a Fire or Special Perils insurance.
- 5) Loss of goodwill or consequential loss or Damage of any kind or description.
- 6) Loss or Damage caused by wear and tear, moth, vermin, insects or any gradually operating cause.

(E) Conditions Applicable to Insuring Clause 5

- 1) Average. Applicable to the Sum Insured by each item of this Insuring Clause. If the Sum Insured shall at the time of the commencement of any loss, destruction or Damage (covered under any item of this Insuring Clause or any extension) be less than the value of the Property covered within such Sum Insured, the amount payable by Us in respect of such loss destruction or Damage shall be proportionately reduced.
- 2) Maintenance. It is a condition precedent to Our liability in respect of loss or Damage to Property in any Refrigerating Machine due to a change in temperature that there is in force a planned maintenance programme for the servicing of such Refrigerating Machine at regular intervals by the manufacturer or a competent refrigeration engineer.

Insuring Clause 6 – Business Interruption

If the Property, or any part of such Property, shall sustain Damage other than by an excluded cause and, in consequence, the Business carried on by You at the Premises be interrupted or interfered with then We will pay You in respect of each item shown in the Schedule, the amount of loss of Gross Profit due to reduction in Turnover and increase in cost of working and the amount payable as indemnity hereunder 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, in consequence of the Damage, fall short of the Standard Turnover
- b) in respect of increase in cost of working, the additional expenditure, subject to the provisions of the Uninsured Standing Charges Condition, 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

resulting from such interruption or interference;

Provided that at the time of the happening of the Damage there shall be in force an insurance covering Your interest in the Property at the Premises against such Damage and that

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

(A) Definitions Applicable to Insuring Clause 6

- 1) "Damage" shall mean accidental loss, destruction or Damage.
- 2) "Defined Peril(s)" shall mean fire, lightning, explosion, earthquake, subterranean fire, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), aircraft or other aerial devices or articles dropped from them, storm flood, escape of water from any tank, apparatus or pipe, or impact by any road vehicle or animal.
- 3) "Estimated Gross Profit" shall mean the amount you declared to Us as representing not less than the Gross Profit which it is anticipated will be earned by the Business during Your financial year, or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.
- 4) "Gross Profit" shall mean the amount by which

- a) the sum of the Turnover and the amount of the closing Stock shall exceed
- b) the sum of the amounts of the opening Stock and the amount of the Specified Working Expenses.

The amounts of the opening and closing Stocks shall be arrived at in accordance with Your normal accountancy methods, due provision being made for depreciation.

- 5) "Indemnity Period" shall mean the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.
- 6) "Maximum Indemnity Period" shall mean the Maximum Indemnity Period stated in the Schedule.
- 7) "Property" shall mean the Property specified in the Schedule.
- 8) "Rate of Gross Profit" shall mean 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 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 practicable, the results which but for the Damage would have been obtained during the relative period after the Damage.
- 9) "Standard Turnover" shall mean the turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period; to which such adjustments shall be made as 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 practicable, the results which but for the Damage would have been obtained during the relative period after the Damage.
- 10) "Specified Working Expenses". Purchases (less discount received) Bad Debts, Discounts Allowed and any other expenses which are specifically included by endorsement. The words and expressions (other than wages if insured as a separate item) stated as Specified Working Expenses shall have the same meaning usually attached to them in Your books and accounts.
- 11) "Turnover" shall mean the money paid or payable to You for goods sold and delivered and for services rendered in the course of the Business at the Premises.

(B) Limit and Excess Applicable to Insuring Clause 6

The total amount payable during any one Period of Insurance in respect of each item shall not exceed the Sum Insured stated in the Schedule against such item.

Notwithstanding anything contained to the contrary in the Insuring Clause, Our liability shall in no case exceed, in respect of Gross Profit, 133 1/3% of the Estimated Gross Profit stated herein or such other amounts as may be substituted by endorsement.

In the absence of written notice by You or by Us to the contrary Our liability shall not stand reduced by the amount of any loss, You undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

(C) Addenda Applicable to Insuring Clause 6

- 1) Alternative Trading. 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 You or by others on Your behalf, the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the Turnover Revenue or Rent Receivable during the Indemnity Period.

- 2) Return of Premium. The portion of the Premium for this Insuring Clause may be adjusted annually as follows:- In the event of the Gross Profit and/or (when applicable), Revenue, Fees or Rent Receivable earned, or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months, during Your financial year, as certified by Your professional accountant, being less than the Sum Insured thereon, a pro-rata return of Premium, not exceeding 50% of the portion of the Premium paid on such Sum Insured, will be made in respect of the difference. If any Damage shall have occurred, giving rise to a claim under this Insuring Clause, such return shall be made only in respect of so much of the said difference as is not due to such Damage.
- 3) Professional Accountant's Charges. We will pay the reasonable charges payable by You to Your professional accountants for producing any particulars or details or any other proofs, information or evidence, as may be required by Us under the terms of this section, and reporting that such particulars or details are in accordance with Your books of accounts or other Business books or documents.
- 4) Payments on Account. Payments on account may be made monthly during the Indemnity Period, if desired, subject to any necessary adjustment at the termination of such Indemnity Period.
- 5) Reinstatement of Loss. In the event of loss insured by this Insuring Clause, the Sum(s) Insured will be automatically reinstated in full from the date of the loss, destruction or Damage provided that You
 - a) Pay any additional Premium We may require
 - b) Comply with any reasonable recommendations We may make to prevent further loss or Damage.
- 6) Departmental. If the Business is conducted in departments, the independent trading results of which are ascertainable, the provisions of Insuring Clauses 6(a) and 6(b) shall apply separately to each department affected by the Damage.
- 7) Salvage Sale. If, following Damage giving rise to a claim under this Insuring Clause You shall hold a salvage sale during the Indemnity Period, then for any item of Gross Profit Insuring Clause 6(a) shall, for the purposes of such claims, read as follows
 - 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 (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage.

(D) Exclusions Applicable to Insuring Clause 6

This Certificate does not provide an indemnity for

- 1) loss resulting from Damage caused by or consisting of
 - a) Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - b) The bursting of any vessel, machine or apparatus (not being a boiler or economiser on the Premises or a boiler being used for domestic purposes only) in which internal pressure is due to steam only and belonging to You or under Your control but this shall not exclude loss resulting from subsequent 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 You or any of Your 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 Your employees but this shall not exclude such Damage not otherwise excluded which itself results from a Defined Peril.
- 3) loss resulting from Damage
 - a) Caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - b) Caused by or consisting of change in temperature, colour, flavour, texture or finish
 - c) Consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - d) Consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

Caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services (unless such discontinuation is due to a deliberate act of the supply authority for the sole purpose of safeguarding life or protecting any part of the supply system or a scheme of rationing due to Damage to the supply authority's premises) but this shall not exclude loss resulting from

- 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 itself results from a cause not otherwise excluded.
- 4) Loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage, 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.
- 5) Loss resulting from Damage caused by or consisting
 - a) Subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake, subterranean fire or the escape of water from any tank, apparatus or pipe
 - b)
 - i) The normal settlement or bedding down of new structures
 - ii) The settlement or movement of made up ground
 - iii) Coastal or river erosion
 - c) The voluntary parting with title or possession of any Property insured if induced by any fraudulent scheme, trick, device or false pretence.
- 6) Loss resulting from Damage arising directly or indirectly from
 - a) Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - b)
 - 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 in so far as it is not otherwise excluded.

- 7) Loss resulting from destruction of or Damage to a building, structure or car park, yard, road, pavement or path used by You 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.
- 8) Loss resulting from Damage to moveable Property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust, theft or attempted theft.
- 9) Loss resulting from
 - a) Damage to Property caused by fire as a result of its undergoing any heating process or any process involving the application of heat
 - b) Damage (other than by fire or explosion) to Property as a result of its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 10) Loss resulting from Damage in respect of any building which is Unoccupied
 - a) Caused by freezing
 - b) Caused by escape of water from any tank, apparatus or pipe or escape of oil from any fixed heating installation
 - c) Caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
 - d) Caused by theft, or any attempted theft.
- 11) Loss resulting from Damage to glass (other than fixed glass), china, earthenware (other than fixed sanitary ware), marble or other fragile or brittle objects, but this shall not exclude loss resulting from
 - a) Such Damage caused by a Defined Peril and not otherwise excluded
 - b) Such Damage caused by theft, or any attempted theft, and not otherwise excluded.
- 12) Loss resulting from Damage to
 - a) Vehicles licensed for road use (other than fork lift and stacker trucks), including their accessories and equipment, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - b) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
 - c) Land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - d) Livestock, growing crops or trees, shrubs, plants, lawns but this shall not exclude Damage to trees, shrubs and plants used for ornamental purposes only and contained within the structure of the building caused by a Defined Peril and not otherwise excluded, provided that they do not form part of Your stock
 - e) Explosives

other than in respect of loss resulting from such Damage caused by a Defined Peril and not otherwise excluded.
- 4) Claim Notification & Rights and Responsibilities
 - a) In the event of any loss destruction or Damage in consequence of which a claim is or may be made under this Insuring Clause, You shall
 - i) Tell Us as soon as reasonably possible
 - ii) supply Us with full details (within 7 days for riot Damage)
 - iii) With due diligence carry out and permit to be taken any action which may be reasonably practicable to check any interruption of or interference with the Business or to avoid or minimise the loss.
 - b) In the event of a claim being made under this Insuring Clause, You shall at Your expense
 - i) Within one month after the expiry of the Indemnity Period or within such further time as We may allow, deliver to Us in writing particulars of Your claim together with details of all other insurances covering loss destruction or Damage or part of it or any resulting consequential loss
 - ii) Deliver to Us such books of account and other Business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that We may reasonably ask for together with, (if We ask), a statutory declaration of the truth of the claim and of any matters connected with it.
 - c) If the terms of this condition have not been complied with
 - i) No claim under this Insuring Clause shall be payable and
 - ii) Any payment on account of the claim already made shall be repaid to Us.
- 5) Uninsured Standing Charges. If any standing charges of the Business be not insured by this Insuring Clause (having been deducted in arriving at the Gross Profit) 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 standing charges.
- 6) Renewal. Annually, You shall declare to Us in writing the Estimated Gross Profit for Your financial year most nearly concurrent with the ensuing year of insurance
- 7) Premium Adjustment. If the portion of the Premium charged in respect of Gross Profit is only provisional and is based on the Estimated Gross Profit. You shall, within 6 months of the end of Your financial year, declare to Us in writing the Gross Profit earned, or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months, as certified by Your professional accountants. If any Damage shall have occurred giving rise to a claim, under Insuring Clause 6 for loss of Gross Profit the above mentioned declaration shall be increased by Us, for the purpose of Premium adjustment, by the amount by which the Gross Profit was reduced during Your financial year solely in consequence of the Damage.

If the declaration (adjusted as provided above)

- a) Is less than the Estimated Gross Profit for the relative period We will allow a pro rata return of the portion of the Premium paid on the Estimated Gross Profit but not exceeding 50% of such Premium
- b) Is greater than the Estimated Gross Profit for the relative period You shall pay a pro rata addition to the portion of the Premium paid on the Estimated Gross Profit.

Furthermore, Addendum (2) (Return of Premium) in this Insuring Clause is deleted.

(F) Extensions Applicable to Insuring Clause 6

E) Conditions Applicable to Insuring Clause 6

- 1) Value Added Tax Clause To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Insuring Clause shall be exclusive of such tax.
- 2) Current Cost Accounting. For the purpose of this Insuring Clause, any adjustment implemented in current cost accounting shall be disregarded
- 3) Professional Accountants. Any particulars or details contained in Your books of account or other Business books or documents which may be required by Us under the conditions of this Policy 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 You, and their report shall be prima facie evidence of the particulars and details to which such report relates.

Cover under this Sections extended to include:

- 1) Denial of Access – caused as a result of Damage by an insured peril – Content of this Certificate to:
 - a) Property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises, whether the Premises or Property of the Assured in the Premises is damaged or not.
 - b) Other premises, not owned or occupied by the Assured, sufficiently close to the Premises of the Assured for the results of the Assured's Business to be affected but excluded losses arising within seven days of the date of Damage.
- 2) Loss of Utilities – Damage to premises of any public or private supply company undertaking from whom the Assured obtains electricity, gas or water by an insured peril – Content of this Certificate excepting:
 - a) Where such failure is for a period of less than 30 minutes.
 - b) In consequence of the deliberate act of any supply authority or by the exercise by any such authority of its power to withhold or restrict supply due to drought or any reason
 - c) In consequence of a fault in any part of the installation belonging to the Assured.
- 3) Closure – of the Premises by competent authority due to:
 - a) An outbreak of any notifiable human infectious or contagious disease (limited to £25,000)
 - b) Murder or suicide.
 - c) Food poisoning or drink poisoning.
 - d) Defective sanitary arrangements or vermin or pests other than deliberate act of any supply authority to withhold the supply of water.

Insuring Clause 7- Book Debts

If Your books of account or other Business books or records at the Premises shall sustain Damage other than by an excluded cause and in consequence thereof You are unable to trace or establish the Outstanding Debit Balances, in whole or in part, due to You then We will pay to You in respect of each item, shown in the Schedule, the amount of loss resulting from such Damage, in accordance with the provisions contained here.

(A) Definitions Applicable to Insuring Clause 7

- 1) "Customers Accounts" shall mean the accounts of all Your customers and clients to whom goods are supplied or services rendered or advice given on a credit basis.
- 2) "Damage" shall mean accidental loss, destruction or Damage.
- 3) "Defined Peril(s)" shall mean fire, lightning, explosion, earthquake, subterranean fire, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), aircraft or aerial devices or articles dropped from them, storm flood, escape of water from any tank, apparatus or pipe, or impact by any road vehicle or animal.
- 4) "Outstanding Debit Balances" shall mean the total amount recorded as owed by customers or clients as set out in Your accounts and adjusted for
 - a) Bad debts and
 - b) Amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date on which Your accounts were last compiled and the date of the Damage and
 - c) Any abnormal condition of trade which had, or could have had, a material effect on the Business so that the figures thus adjusted shall represent, as nearly as reasonably practicable, those which

would have obtained at the date of the Damage had the Damage not occurred.

- 5) "Property" shall mean Your books of account or other Business books or records.

(B) Limit and Excess Applicable to Insuring Clause 7

- 1) The insurance hereunder is limited to the loss sustained by You in respect of Outstanding Debit Balances directly due to the Damage and the amount payable in respect of any one occurrence shall not exceed
 - a) The difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof and
 - b) The additional expenditure incurred, with Our consent, in tracing and establishing customers' and clients' debit balances after the Damage

Provided that if the Sum Insured by this item be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.
- 2) The total amount payable during any one Period of Insurance in respect of each item shall not exceed the Sum Insured stated against such item.

(C) Addenda Applicable to Insuring Clause 7

- 1) Temporary Removal of Business Records. This Insuring Clause includes Damage in
 - a) Any Premises, occupied by persons acting on Your behalf, to which such Business records are temporarily removed
 - b) Transit by road, rail or inland waterway (other than Damage by theft) within the British Isles.
- 2) Professional Accountant's Charges Clause. We will pay the reasonable charges payable by You to Your professional accountants for producing any particulars or details or any other proofs, information or evidence, as may be required by Us under the terms of this section, and reporting that such particulars or details are in accordance with Your books of account or other Business books or documents.
- 3) Reinstatement of Loss. In the event of loss insured by this Insuring Clause, the Sum(s) Insured will be automatically reinstated in full from the date of the loss, destruction or Damage provided that You
 - a) Pay any additional premium We may require
 - b) Comply with any reasonable recommendations We may make to prevent further loss or Damage.
- 4) Return of Premium. The portion of the Premium charged in respect of this Insuring Clause may be adjusted annually as follows:-

Within one month at Our request You shall send to Us a statement signed by Your professional accountant showing the total Outstanding Debit Balances in Customers Accounts as set out in Your account at the end of the Period of Insurance. In the event that such total declared being less than the Sum Insured thereon a pro-rata return of Premium, not exceeding 50% of the portion of the Premium paid on such Sum Insured, will be made in respect of the difference. If any Damage shall have occurred, giving rise to a claim under this Insuring Clause, such return shall be made only in respect of so much of the said difference as is not due to such Damage.

(D) Exclusions Applicable to Insuring Clause 7

This Certificate does not provide an indemnity for

- 1) Any consequential loss other than as provided for under this Insuring Clause.
- 2) Loss, destruction or Damage attributable solely to change in the water table level.

(E) Conditions Applicable to Insuring Clause 7

- 1) Record Keeping. It is a condition precedent to liability under this Insuring Clause that You shall keep a monthly record of the amounts outstanding in Customers Accounts, as set out in Your own accounts, and that such record either be sent to Us within 60 days of the end of each month or be kept at a place other than the Premises.

Insuring Clause 8 - Employers Liability

- 1) We will indemnify You against liability at law to pay damages and claimants costs and expenses if any Employee shall, while employed in or temporarily outside the British Isles, sustain Injury caused during the Period of Insurance and arising out of and in the course of employment by You in the Business; Provided an action for damages is brought against the Assured under the jurisdiction of a court within the British Isles.
- 2) We will also pay Your
 - a) Costs of legal representation at
 - i) Any coroner's inquest or fatal inquiry
 - ii) Proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty
 - b) Costs and expenses of defence reasonably incurred, with Our written consent, in connection with any matter which may be the subject of indemnity under Insuring Clause 8(1).

The indemnity provided by this Insuring Clause is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the British Isles but You will repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

(A) Definitions Applicable to Insuring Clause 8

"Business" shall mean the Business stated in the Schedule and shall include

- 1) Ownership, occupation and maintenance of land or buildings by You
- 2) The provision and management of canteen, social, sports, welfare and other facilities and organisations for the benefit of Employees
- 3) The provision and operation of first aid, fire, medical and security services
- 4) Private duties undertaken by an Employee for You or, with Your consent, for any director or partner of Yours or any Employee.

"Injury" shall mean bodily injury, death, disease, illness or nervous shock.

(B) Limit and Excess Applicable to Insuring Clause 8

The total amount payable under this Insuring Clause in respect of all claims against You arising from one originating cause shall not exceed the Limit of Indemnity stated in the Schedule irrespective of the number of such claims or claimants.

(C) Addenda Applicable to Insuring Clause 8

Compensation for Court Attendance. In the event of any director or partner of Yours or any Employee

- 1) Attending court as a witness, at Our request, in connection with any claim in respect of which You are entitled to indemnity under this Insuring Clause, We will provide compensation to You at the following rates for each day on which attendance is required
 - a) Any director or partner - £250 per day
 - b) Any Employee - £150 per day
- 2) Health and Safety at Work. We will indemnify You and, at Your request, any director or partner of Yours or any Employee against legal costs and expenses reasonably incurred in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed in the course of the Business during the Period of Insurance, including legal costs and expenses reasonably incurred, with Our consent, in an appeal against conviction or prosecution costs awarded against You arising from such proceedings;

Provided that the proceedings relate to the health, safety and welfare of Employees.

This extension does not cover the payment of fines or penalties.

- 3) Unsatisfied Court Judgements. In the event of a judgement for damages being obtained in any court in the British Isles
 - a) By an Employee or the personal representatives of such Employee, in respect of injury to the Employee caused during the Period of Insurance and arising out of and in the course of employment by You in the Business, against any company or person operating from premises within the British Isles and
 - b) Remaining unsatisfied in whole or in part six months after the date of such judgement We will, at Your request, pay to the Employee or the personal representatives of the Employee the amount of such damages and awarded costs to the extent that they remain unsatisfied

We will, at Your request, pay to the Employee or the personal representatives of the Employee the amount of such damages and awarded costs to the extent that they remain unsatisfied;

Provided that

- i) There is no appeal outstanding
 - ii) The Employee or personal representatives of the Employee shall assign the judgement to Us in the event of any payment being made under the terms of this extension.
- 4) Other Persons. The indemnity provided by this Insuring Clause will also apply
 - a) To any principal to whom an indemnity is required to be provided under a contract for the performance of work by You in connection with the Business but only to the extent required by such contract
 - b) In the event of Your death, incapacity, insolvency or bankruptcy, to any personal representative of Yours in respect of liability incurred by You and if You so request
 - c) To any director or partner of Yours or any Employee in respect of liability for which You would have been entitled to indemnity under this Insuring Clause if the claim had been made against You
 - d) To any officer or member of Your canteen, social, sports or welfare and other facilities and organisations or ambulance, first aid, fire, medical or security services in his/her respective capacity as such;

Provided that such persons shall observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this Certificate insofar as they apply.

- 5) Corporate Manslaughter Legal Defence Costs Extension. Subject to the written consent and the control of the Underwriters and subject to all other Conditions and Exclusions applicable to this Policy, the indemnity provided under this Policy is extended to indemnify the Assured, and if the Assured so requests, any Person Employed or director or partner of the Assured, in respect of legal costs 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 and any amending and/or subsequent legislation provided that an offence is alleged to have been committed during the Period of Insurance and in the course of the Business.

The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance.

This Extension shall not apply:

- a) To fines or penalties of any kind or the cost of implementing any remedial order or publicity order.
- b) Where indemnity is provided by any other Insurance.
- c) To proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission.

(D) Exclusions Applicable to Insuring Clause 8

This Certificate does not provide an indemnity in respect of

- 1) Liability for Injury arising in connection with work on, visits to or travelling to or from offshore installations.
- 2) Terrorism Employers' Liability – Exception. The liability of the Underwriters under this Section for damages costs and expenses payable in respect of any one claim against the Assured or series of claims against the Assured arising out of Terrorism shall not exceed £5,000,000.

Definition

An act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which

- a) Is designed to, or does
 - i) Intimidate or influence a de jure or de facto government or the public or a section of the public, or
 - ii) Disrupt any segment of the economyand
- b) From its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

(E) Conditions Applicable to Insuring Clause 8

- 1) Certificate of Employers' Liability Insurance
If You cancel the insurance cover provided by this Insuring Clause, any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.
- 2) We shall have no liability under this Certificate to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in

consequence of the ownership, possession, hiring, or use by or on behalf of You of any motor vehicle for which insurance is required under the Road Traffic Acts or equivalent legislation, other than for such liability in respect of Your employee when acting in the capacity of driver of that vehicle.

- 3) Asbestos Conditions. Employers Liability - The Underwriters liability under this section for damages and 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 and 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 shall not exceed £5,000,000.

It is a condition precedent to the liability of Underwriters that the Assured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Insuring Clause 9 – Public and Products Liability

- 1) Public Liability. We will indemnify You against liability at law to pay damages and claimant's costs and expenses in respect of
 - a) Accidental Injury to any person
 - b) Accidental loss of or accidental Damage to Property happening in connection with the Business and occurring
 - i) Within the British Isles or any other member countries of the European Union
 - ii) Elsewhere in the world in respect of non-manual work during the Period of Insurance
- 2) Products Liability. We will indemnify You against liability at law to pay damages and claimants' costs and expenses in respect of
 - a) Accidental Injury to any person
 - b) Accidental loss of or accidental Damage to Property happening during the Period of Insurance, anywhere in the world in connection with the Business and caused by or through or in connection with any Product initially sold or supplied by You from the British Isles; Provided an action for damages is brought against the Assured within a court of law within the Jurisdiction.
- 3) We will also pay Your
 - a) Costs of legal representation at
 - i) Any coroner's inquest or fatal inquiry
 - ii) Proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty
 - b) Costs and expenses of defence reasonably incurred, with Our written consent, in connection with any matter which may be the subject of indemnity under Insuring Clause 9(1 Public Liability) or 9(2 Product Liability).

(A) Definitions Applicable to Insuring Clause 9

- 1) "Business" shall mean the Business stated in the Schedule and shall include
 - a) Ownership, occupation and maintenance of land or buildings by You
 - b) The provision and management of canteen, social, sports, welfare and other facilities and organisations for the benefit of Employees
 - c) The provision and operation of first aid, fire, medical and security services

- d) Private duties undertaken by an Employee for You or, with Your consent, for any director or partner of Yours or any Employee.
- 2) "Injury" shall mean bodily injury, death, disease, illness or nervous shock and shall include wrongful arrest, imprisonment or eviction of any person or wrongful accusation of shoplifting.
- 3) "Jurisdiction" shall mean those territories stated in the Schedule or any dependency or trust territory thereof.
- 4) "Pollution" shall mean
 - a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - b) All Injury or loss or Damage directly or indirectly caused by such pollution or contamination.
- 5) "Product" shall mean any goods or products (including their containers, labelling and instructions provided in connection therewith) sold, supplied, processed, installed, serviced, repaired, altered, treated, renovated or let on hire by You and no longer in Your possession or control.
- 6) "Property" shall mean
 - a) Material and tangible Property
 - i) Other Property where loss or Damage arises from trespass, nuisance or any interference with right of way, light, air or water.
- 7) "Vessel or Craft" shall mean any vessel or craft or object made or intended to float on or in or travel on or through water or air.

(B) Limit and Excess Applicable to Insuring Clause 9

- 1) The total amount for all damages payable, under Insuring Clause 9(1 Public Liability) (Public Liability), to any claimant or any number of claimants in respect of or arising out of any one Occurrence or in respect of or arising out of all Occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule;
- 2) The total amount for all damages payable, under Insuring Clause 9(2 Product Liability)(Products Liability), to any claimant or any number of claimants in respect of Injury, loss or Damage sustained as a result of all accidents occurring during any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule;

Provided that, in respect of Injury, loss or Damage occurring in Canada or the United States of America or any dependency or trust territory, Underwriters agreement to pay certain costs and expenses shall apply only to the extent that such costs and expenses when added to the damages payable fall within the Limit of Indemnity stated in the Schedule.

(C) Addenda Applicable to Insuring Clause 9

- 1) Contractual Liability
 - a) As far as concerns Insuring Clause 9(1 Public Liability), in respect of liability assumed by You by agreement and which would not have attached in the absence of such agreement, the indemnity by this Insuring Clause will only apply if the control of claims is vested in Us.
 - b) Insuring Clause 9(2 Product Liability) shall not apply in respect of liability assumed by You by agreement, other than liability arising out of a condition or warranty of goods implied by law, unless such liability would have attached notwithstanding such agreement.
- 2) Compensation for Court Attendance. In the event of any director or partner of Yours or any Employee attending court as a witness, at Our request, in connection with any claim in respect of which You are entitled to indemnity under this Insuring Clause, We will provide

compensation to You at the following rates for each day on which attendance is required

- a) Any director or partner - £250 per day
 - b) Any Employee - £150 per day
- 3) Health and Safety at Work. We will indemnify You and, at Your request, any director or partner of Yours or any Employee against legal costs and expenses reasonably incurred in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed in the course of the Business during the Period of Insurance, including legal costs and expenses reasonably incurred, with Our consent, in an appeal against conviction or prosecution costs awarded against You arising from such proceedings;

Provided that the proceedings relate to the health, safety and welfare of any person other than an Employee.

This extension does not cover the payment of fines or penalties.

- 4) Consumer Protection and Food Safety Acts. We will indemnify You and, at your request, any director or partner of Yours or any Employee under Insuring Clause 9(b) against legal costs and expenses reasonably incurred, with Our consent, in the defence of any proceedings brought for a breach of
 - a) Part II of the Consumer Protection Act 1987 or
 - b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance, including legal costs and expenses reasonably incurred in an appeal against conviction arising from such proceedings.

- i) Legal costs and expenses where an indemnity is provided by any other insurance
 - ii) Proceedings arising out of any deliberate act or omission by You
 - iii) The payment of fines or penalties.
- 5) Other Persons. The indemnity provided by
 - a) Insuring Clause 9(1 Public Liability) will also apply to any principal to whom an indemnity is required to be provided under a contract for the performance of work by You in connection with the Business but only to the extent required by such contract
 - b) Insuring Clauses 9(1 Public Liability), 9(2 Product Liability) and 9(3 We will also pay) will also apply in the event of Your death, incapacity, insolvency or bankruptcy, to any personal representative of Yours in respect of liability incurred by You and if You so request the indemnity provided by Insuring Clauses 9(1 Public Liability), 9(2 Product Liability) and 9(3 We will also pay) will also apply
 - c) To any director or partner of Yours or any Employee in respect of liability for which You would have been entitled to indemnity under this Insuring Clause if the claim had been made against You
 - d) To any officer or member of Your canteen, social, sports, welfare and other facilities and organisations or first aid, fire, medical or security services in his/her respective capacity as such; Provided that such persons shall observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this Certificate insofar as they apply.
 - 6) Damage to Hired or Rented Premises. Exclusion 2(b) of this Insuring Clause shall not apply to liability for accidental loss of or accidental Damage to premises (and/or fixtures and fittings of such premises)

hired or rented by You for the purposes of the Business.

This extension does not cover

- a) Liability in respect of such loss or Damage if the liability is assumed by You under a tenancy or other agreement and would not have attached to You in the absence of such agreement
- b) The first £100 of such loss or Damage caused otherwise than by fire or explosion.

- 7) Defective Premises Act 1972. Insuring Clause 9(2) (Product Liability) is extended to include liability incurred by You under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by You.

This extension does not cover

- a) The cost of rectifying any Damage or defect in the premises disposed of
- b) Liability for which You are entitled to indemnity under any other insurance Policy or certificate.

- 8) Motor Contingent Liability. Notwithstanding Exclusion 4(a), We will indemnify You under Insuring Clause 9(1) in respect of liability at law for accidental Injury, loss or Damage arising out of the use of any motor vehicle, which is not Your Property nor provided by You, being used for the purposes of the Business.

This extension does not cover

- a) Loss of or Damage to any such vehicle
- b) Injury, loss or Damage caused while you are driving such vehicle
- c) Liability which is insured or would, but for the existence of this section, be insured under any other insurance Policy or certificate.

- 9) Product to Product Liability. Notwithstanding Exclusion 7, We will indemnify You under Insuring Clause 9(2) for accidental loss or Damage to a Product after it has left Your charge or control

- a) Caused by another Product supplied, installed or fitted by You or on Your behalf under a separate contract or
- b) When You are engaged in any operation not connected with the supply, installation or fitting of the original Product.

- 10) Overseas Personal Liability. Insuring Clause 9(1)(Public Liability) is extended to indemnify You and, at Your request, any director or partner of Yours or any Employee, while temporarily outside the British Isles in connection with the Business, against liability at law incurred in a personal capacity for damages and claimants' costs and expenses in respect of accidental Injury to any person and accidental loss of or accidental Damage to Property; Provided that, in respect of Injury, loss or Damage occurring in Canada or the United States of America, or any dependency or trust territory

- a) Underwriters agreement to pay certain costs and expenses shall apply only to the extent that such costs and expenses when added to the damages payable fall within the Limit of Indemnity stated in the Schedule.
- b) This extension does not provide indemnity against damages awarded of a punitive, exemplary or non- compensatory nature in any form whatsoever.

This extension does not cover

- i) Liability for which You, any director, partner or Employee are / is entitled to indemnity under any other insurance Policy or certificate
- ii) Liability at law arising out of the ownership of any land or building(s).

- 11) Cross Liabilities. If the Assured comprises more than one party, Insuring Clause 9(1 Public Liability), 9(2 Product Liability) and 9(3 We will also pay) a) shall be construed as though separate Certificates had been issued to each;

Provided that nothing in this extension will operate to increase Our liability beyond the amount for which We would have been liable had this extension not applied

- 12) Data Protection Act. We will indemnify You and, at Your request, any director or partner of Yours or any Employee under Insuring Clause 9(1 Public Liability) against the sums which You or any director or partner of Yours or any Employee become(s) legally liable to pay as compensation, under section 13 of the Data Protection Act 1998, for Damage or distress caused in connection with the Business during the Period of Insurance provided that:

- a) You are a registered user in accordance with the terms of the Act and have taken all reasonable care to comply with the requirements of the Data Protection Act 1998.
- b) You are not in a Business as a computer bureau.

The total amount payable, under this extension, in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

This extension does not cover

- a) Any Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- b) Any Damage or distress caused by any act of fraud or dishonesty
- c) The costs and expenses of rectifying, rewriting or erasing data
- d) The payment of fines or penalties
- e) Liability arising from the recording processing or provision of data for reward or to determine the financial status of any person.

- 13) Corporate Manslaughter Legal Defence Costs Extension. Subject to the written consent and the control of the Underwriters and subject to all other Conditions and Exclusions applicable to this Policy, the indemnity provided under this Policy is extended to indemnify the Assured, and if the Assured so requests, any Person Employed or director or partner of the Assured, in respect of legal costs 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 and any amending and/or subsequent legislation provided that an offence is alleged to have been committed during the Period of Insurance and in the course of the Business.

The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance.

This Extension shall not apply:

- a) To fines or penalties of any kind or the cost of implementing any remedial order or publicity order.
- b) Where indemnity is provided by any other Insurance.
- c) To proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

(D) Exclusions Applicable to Insuring Clause 9

This Certificate does not provide an indemnity in respect of liability

- 1) For injury to any Employee where the injury arises out of and in the course of such person's employment with You
- 2) For loss of or Damage to Property

- a) Belonging to You
 - b) In the charge or under the control of You or any Employee, but this exclusion shall not apply to
 - i) Any personal Property (including motor vehicles) of Your directors, partners or visitors or Employees
 - ii) Premises (including fixtures, fittings and contents) not owned, hired or rented by You but temporarily occupied by You for the purposes of the Business.
- 3) For
- a) Fines, penalties or punitive, exemplary or non- compensatory damages
 - b) For liquidated damages.
- 4) For Injury, loss or Damage caused by or through or in connection with the ownership, possession or use by You or on Your behalf of
- a) Any mechanically propelled vehicle for which insurance or security is required under road traffic legislation but this exclusion shall not apply
 - i) While such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
 - ii) In respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle
 - iii) In respect of the movement of any such vehicle, not belonging to You, which is interfering with the performance of the Business except where more specifically insured in whole or in part by any other insurance Policy or certificate
 - b) Any Vessel or Craft, other than hand propelled watercraft not exceeding 8 metres in length and in use on inland waters.
- 5) For Injury, loss or Damage arising from remedial or professional or other advice or treatment, given or administered or omitted by You or any director or partner of Yours or any Employee, for which a fee is or would normally be charged.
- 6) For loss of or Damage to that part of any Property on which You or Your agent are/is or have/has been working where the loss or Damage occurs as a direct result of such work.
- 7) For the cost of repair, alteration, removal, recall or replacement of any Product or for the cost of or reduction in the contract value of any Product.
- 8) Arising out of any Product which, with Your knowledge, is
- a) Incorporated in any aircraft or aerial device and which
 - b) Used in the petrochemical industry in direct connection with manufacture, processing or storage
 - c) Exported to Canada or the United States of America or any dependency or trust territory.
- 9) For loss of or Damage to Property in respect of which You are required to effect insurance under the terms of clause 21.2.1 of the 1980 Edition of the Joint Contracts Tribunal conditions of contract (or any subsequent revision or substitution) or under the terms of any other contract requiring insurance of like kind.
- 10) Injury, loss or Damage directly or indirectly caused by Pollution including the cost of removing or nullifying or cleaning up the Pollution
- a) Occurring in Canada and/or the United States of America or any dependency or trust territory
 - b) Occurring elsewhere in the world unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance provided that
 - i) All Pollution which arises out of such incident shall be deemed to have occurred at the time such incident takes place and shall be deemed to be one incident irrespective of the number of Periods of Insurance over which such Pollution occurs
 - ii) The liability of Insurers for all damages payable arising out of all Pollution which is deemed to have occurred during any one Period of Insurance shall not exceed, in the aggregate, the Limit of Indemnity stated in the Schedule.
- 11) Terrorism Public & Products Liability – Exception. The Underwriters shall not indemnify the Assured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.
- Definition
Terrorism shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which is designed or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- 12) Exclusion - Fungus, Mould and Mildew Public and Products Liability. The Underwriters shall not indemnify the Assured under this Section against
- a) Damages, direct or consequential, on account of “bodily injury,” “property damage,” “personal or advertising injury,” or “medical payments” arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - b) Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - c) Any obligation or duty to defend any actions on account of “bodily injury,” “property damage,” “personal or advertising injury,” or “medical payments” arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens. Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and could affect the safety, navigation or propulsion of such aircraft or aerial device whenever or wherever occurring.
- For purposes of this exclusion, “bodily injury” shall include mental anguish, mental injury and/or emotional distress.
- All other terms and conditions of this Insurance remain unchanged.
- 13) Component Building Material Public and Products Liability Exception. The Underwriters shall not indemnify the Assured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 14) Products Supplied (Applicable To Public Liability Section Only) We will not pay for any liability arising out of Products supplied other than:
- a) food or drink sold or supplied for consumption by Your directors, Employees or visitors
 - b) the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose

(E) Exclusions Applicable to Insuring Clause 9

Asbestos Conditions Public Liability - Underwriters will not indemnify the Assured in respect of any liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

General Definitions - Applicable to the Certificate as a Whole

- 1) "All Other Contents" shall mean the following insofar as they are not otherwise, or more specifically insured
 - a) Money and stamps (other than National Insurance Stamps) for an amount not exceeding £1,000 (but this is limited to £500 following theft, other than from a locked safe or strongroom)
 - b) National Insuring Stamps including stamps affixed to cards
 - c) Documents, manuscripts and Business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information contained therein
 - d) Computer systems records, but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to You of the information contained therein, for an amount not exceeding £10,000
 - e) Patterns, models, moulds, plans and designs
 - f) Employees', directors', partners', customers' and visitors' pedal cycles, tools and other personal effects for an amount not exceeding £500 in respect of any one person
 - g) Wines, spirits, cigarettes and tobacco goods kept for entertainment purposes only but not for more than £500 in total in respect of loss or Damage by theft (if insured).
- 2) "Assured/Assureds/You/Your/Yours" shall mean the person(s), company or firm named as the Assured in the Schedule whilst carrying on the Business.
- 3) "British Isles" shall mean England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands.
- 4) "Buildings" shall mean the buildings at the Premises including
 - a) Landlord's fixtures and fittings in or on the buildings
 - b) Walls, gates and fences, car parks, yards, private roads, pavements and paths all on the same Premises
 - c) Services which shall mean lowering and loading apparatus, water and fuel tanks and ancillary equipment, service pipes, trunking, piping, ducting, cables, wires and their associated control gear and accessories extending from the buildings to the public mains all for which You are responsible, and so far as they are not otherwise insured.

Unless stated otherwise in the Schedule, the buildings are mainly built of brick, stone or concrete and roofed with slates, tiles, metal concrete, asphalt or asbestos and occupied solely by You in connection with the Business and as private dwellings or offices.

- 5) "Business" shall mean the Business stated in the Schedule. work in progress and finished goods, belonging to You or held by You in trust or on commission and for which You are responsible.
- 6) "Employee(s)" shall mean
 - a) Any person(s) employed by You under a contract of service or apprenticeship

- b) Labour masters and persons supplied by them
 - c) Persons employed by labour only subcontractors
 - d) Persons offering their services on a labour only basis
 - e) Persons engaged in work experience manpower services or similar schemes
 - f) Self-employed persons and voluntary helpers
 - g) Any person(s) supplied to or hired in or borrowed by You working for You in connection with the Business and normally resident in the British Isles.
- 7) "Household Goods" shall mean household goods and personal effects in private use belonging to You or
 - a) Any member of Your family
 - b) Any of Your domestic servants permanently residing with You, but excluding Property otherwise insured.
 - 8) "Limit(s) of Indemnity" shall mean the amount(s) stated in the Schedule and shall apply to the Insuring Clause and/or item to which specific reference is made.
 - 9) "Machinery" shall mean machinery, plant, trade and office furniture, tenants' improvements and decorations for which You are responsible and All Other Contents belonging to You or for which You are responsible, but excluding landlord's fixtures and fittings, Stock, vehicles licensed for road use (other than fork lift and stacker trucks) including their accessories and equipment, and Property more specifically insured.
 - 10) "Period of Insurance" shall mean the period stated in the Schedule
 - 11) "Premises" shall mean the premises stated in the Schedule.
 - 12) "Premium" shall mean the amount stated in the Schedule.
 - 13) "Rent" shall mean the insurance on rent applies only if the Buildings, referred to in this item, or any parts of such Buildings are unfit for occupation in consequence of their loss destruction or Damage as insured under this Certificate. The amount payable, under this item, shall not exceed such proportion of the Sum Insured on rent as the period necessary for reinstatement bears to the term of rent insured.
 - 14) "Stock" shall mean stock and materials in trade, including
 - 15) "Stock Debris Removal" shall mean the insurance on stock debris removal applies only in respect of the costs and expenses necessarily incurred by You, with Our consent, in removing debris of the portions of the Property, referred to in this item, following loss, destruction or Damage, as insured.
 - 16) "Sum(s) Insured" shall mean the amount(s) stated in the Schedule and shall apply to the Insuring Clause and/or items to which specific reference is made.
 - 17) "Terrorism" shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.
 - 18) "Unoccupied" shall mean untenanted, empty or not in use.
 - 19) "We/Us/Our/Underwriters/Underwriter" shall mean the Insurers

General Exclusions – Applicable to the Certificate as a Whole

This Certificate does not cover

- 1) Loss, destruction or Damage to any Property or any loss or expense resulting from it or any consequential loss that is directly caused by, contributed to by or arising from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

2) Loss or destruction of or Damage to any Property in Northern Ireland, or loss resulting therefrom, occasioned by or happening through or in consequence directly or indirectly of

- a) Civil commotion
- b) Terrorism

In any action, suit or other proceedings where We allege that by reason of the definition of Terrorism applying to this Certificate any loss, destruction or Damage is not covered (or is covered only up to a specified limit of liability) the burden of proving that such loss, destruction or Damage is covered (or is covered beyond that limit of liability) shall be upon You.

3) Any expense, consequential loss, legal liability or any loss or destruction of, or Damage to, Property directly or indirectly caused by or contributed to by or arising from

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- c) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
- d) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, revolution or military or usurped power,
- e) Solely to change in the water table level, and in Northern Ireland and the Republic of Ireland only
- f) Riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.
- g) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
- h) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- i) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

4) Under Insuring Clauses 1, 2, 3, 4, 5, 6 and 7, any physical loss or Damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the Property of the Assured or not, and whether occurring before, during or after the year 2000,

- a) To correctly recognise any date as its true calendar date
- b) To capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) To capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date but this shall not exclude
 - i) Any ensuing physical loss or Damage to Property insured
 - 1) Resulting from a Listed Peril, set out below, as covered under this insurance but no other for the purposes of this endorsement, and

2) Which is not otherwise excluded;

or

- ii) Any consequential loss, as covered under this insurance, which may arise from such ensuing physical loss or Damage.

Listed Perils

- 1) Fire and/or Lightning
- 2) Explosion
- 3) Aircraft or other aerial devices or articles dropped therefrom
- 4) Impact by road vehicles or animals
- 5) Riot or civil commotion
- 6) Strikers, locked-out workers, or persons taking part in labour disturbances
- 7) Malicious persons
- 8) Earthquake
- 9) Storm
- 10) Flood
- 11) Escape of water from any tank apparatus or pipe
- 12) Theft

If specific perils are defined in this insurance the Listed Perils (above) shall be deemed to be amended to follow this insurance but in no event shall it include accidental Damage or the equivalent coverage provided by this insurance. If any of the above Listed Perils are specifically excluded by this insurance they shall be deemed to be deleted from this list. Provided that nothing in this exclusion or any other provision or extension of this insurance shall be construed to extend the liability of the Underwriters to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether the Property of the Assured or not.

- 5) Under Insuring Clause 9, any legal liability directly or indirectly resulting from or in consequence of any failure of any computer or other electronic data processing device, equipment or system, any hardware, software, programme, instruction, data or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing, (by whomsoever owned or operated), to recognise or respond to, correctly and effectively, any particular date or period of time (continuous or otherwise).
- 6) Under Insuring Clauses 1, 2, 3, 4, 5, 6 and 7 loss, destruction, Damage, claim, cost or expense 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.
- 7) Under Insuring Clauses 1, 2, 3, 4, 5, 6 and 7 loss, destruction, 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 of whether there is (1) Any physical loss or damage to Insured Property; (2) Any insured peril or cause, whether or not contributing concurrently or in any sequence; (3) any loss of use; occupancy; or functionality; or (4) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

Notwithstanding anything contained herein to the contrary under Insuring Clauses 1, 2, 3, 4, 5, 6 this insurance does not cover loss, destruction or Damage caused by or arising from any kind of seepage or any kind of pollution and/or contamination.

- 8) Under Insuring Clauses 8 & 9:
- i) The costs of appeal against any improvement or prohibition notices
 - ii) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - iii) Compensation ordered or awarded by a court of Criminal Jurisdiction

instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to Property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

- 2) Electronic Data Processing Media Valuation. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should Electronic Data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such Electronic Data to the Assured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

General Conditions Applicable to the Certificate as a Whole

- 1) Identification. The Certificate, Schedule and all operative endorsements are to be read as one contract and any words or expressions to which a specific meaning has been attached in the General Definitions shall have the same meaning wherever they appear except where amended by Definitions Applicable To (the specific) Insuring Clause.
- 2) Non Disclosure. This Certificate shall be voidable in the event of misrepresentation, misdescription or non disclosure in any material information.
However, We agree not to void the Policy provided that:
 - a) such misrepresentation or non-disclosure has not been deliberate or reckless
 - b) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, We would not have entered into this Policy on any terms.
 - c) We shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration.

If at the time of Damage, claim or loss the premium charged to You would have been higher but for the misrepresentation or non-disclosure in any material particular Our liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium.

- 3) Duty of Care. You must

Additional Exclusions

Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from 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 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.

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 the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Electronic Data Endorsement B

- 1) Electronic Data Exclusion. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-
 - a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

Computer Virus - means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced

- a) Take all reasonable precautions to minimise the risk of loss, destruction, Damage, injury and disease as if this Certificate were not in force
 - b) Exercise reasonable care in the selection and supervision of Employees.
- 4) Cancellation
- a) You may cancel this Certificate by giving Us notice in writing. If You cancel the Certificate You may be entitled to a refund of premium (subject to an administration charge) provided that no claim has been made during the current Period of Insurance.
 - b) We may cancel this Certificate by giving You 30 days' notice at Your last known address. If We cancel the Certificate We shall refund premium paid for any period beyond the effective date of cancellation. (If the Premium for the Certificate is paid by instalments, please read carefully General Condition (12).
- 5) Claim Notification. If loss, destruction, Damage, death or injury occurs which may result in a claim under this Certificate You must
- a) Tell the police as soon as reasonably possible if it involves theft or any attempted theft, malicious Damage or vandalism or any loss of money
 - b) Tell Us, as soon as reasonably possible (within 7 days for riot Damage) and supply Us with any information, proof and certificates that We may reasonably ask for.
 - c) Send to Us without delay any letter of claim, writ, summons or other legal documents relative to that incident.
- 6) Rights and Responsibilities.
- a) We may enter any Building in which loss, destruction or Damage has occurred and deal with the salvage. However, no Property may be abandoned to Us.
 - b) We may, in the event of any occurrence resulting in any claim(s), under Insuring Clauses 8 and 9 pay to You the Limit of Indemnity for such occurrence (but deducting such sum or sums already paid as damages in respect of such occurrence) or any lesser amount for which the claim(s) can be settled and We shall thereafter be under no further liability in respect of such occurrence, except for costs and expenses incurred prior to the date of the payment.
 - c) This policy shall be terminated if:
 - i) the Business is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or
 - ii) Your interest ceases other than by death or
 - iii) any alteration is made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by Us and We agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement on this Policy We would not have entered into this Policy on any terms.
 - ii) You shall pay an appropriate additional premium if required by Us with effect from the date of the alteration.
 - iii) We shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.
- d) You must do and allow to be done anything reasonably practicable to reduce any loss, destruction, Damage or interruption of or interference with the Business which may be the subject of a claim under this Certificate.
 - e) If a portion of the Premium for any Insuring Clause has been calculated on estimates given by You, then You must
 - i) Keep an accurate record containing all relevant particulars and at all times allow Us to inspect Your record

- ii) Within one month, (or any other period agreed by Us) send to Us any particulars and information that We may reasonably ask for.

The Premium will be adjusted and the difference will be paid by You subject to any minimum premium that may apply

- f) Persons seeking the protection of this Certificate must not, without Our consent in writing, admit or reject liability, negotiate or make any offer, promise or payment in connection with any accident which may result in a claim under this Certificate.
We may take over and conduct in the name of that person, with absolute control, the defence or settlement of that claim. Further, We may take legal action in the name of any such person (at Our expense and for Our own benefit) to recover from others compensation in respect of anything covered by this Certificate.
 - g) If a claim arises under Insuring Clause 2(2)(Personal Assault) the injured person must agree to any medical examination which may be required by Us at Our expense. In the event of death, We may arrange a post- mortem examination at Our expense.
 - h) In the event of a claim arising under any Insuring Clause other than Insuring Clauses 8 and 9 of this Certificate, We agree to waive any rights remedies or relief to which We might become entitled by subrogation against any company standing in relation of subsidiary to parent or parent to subsidiary to the Assured in each case as defined in current legislation.
 - i) If any claim is in any respect fraudulent or if any fraudulent means or devices be used by You or anyone appointed to act on Your behalf under this Policy or if any Damage, claim or loss is occasioned by the wilful act or connivance of You, We will:
 - i) Have no liability to pay any part of or the whole of the fraudulent claim.
 - ii) Be entitled to refuse all claims arising after the fraudulent action
 - iii) Remain liable for legitimate claims before the fraudulent action
 - iv) Terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.r
- 7) Warranty. Any warranty shall, from the time it is applied, continue to be in force during the whole currency of this Certificate. Failure to comply with any warranty shall invalidate any claim for loss, destruction, Damage or liability which is wholly or partly due to or affected by such failure to comply.
- 8) Other Insurance.
If at the time of any occurrence which gives rise to a claim under this policy the Damage, legal costs, expenses or liability is covered in whole or in part by any other insurance or would be otherwise insured but for the existence of this policy, We shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.
Where a claim includes the defence of criminal proceedings brought or in appeal against conviction We will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this policy would have been provided by such insurance.
- 9) Arbitration. Where a claim has been accepted under this Certificate but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator in accordance with the statutory provisions then current. If this happens, an award must be made by the arbitrator before legal proceedings can be commenced.
- 10) Security Protections. It is a condition precedent to liability under this Certificate that all security protections, under Your control, existing at

the Premises at the inception of this insurance or subsequently installed or fitted at Our request

- a) Be kept in force and maintained in proper working order throughout the currency of this insurance, and
 - b) Shall not be varied or altered in any way, without Our consent, and
 - c) Shall be in full and proper use, at all times, when the Premises are closed to Business or left unattended.
- 11) Due Observance. The due observance of and compliance with the terms, provisions and conditions of this Certificate in so far as they relate to anything to be done or complied with by You, shall be conditions precedent to any liability of Us.
 - 12) Law of Contract. The contract of insurance evidenced by this Certificate shall be governed by English law and subject to the exclusive jurisdiction of the English courts.
 - 13) Multiple Assureds. Our liability under any and all contracts of insurance evidenced or deemed to be evidenced by this Certificate shall be the liability so specified in this Certificate as applicable to any one such contract and shall not (save as so specified) be varied or deemed varied by virtue of the number or type of Assureds or claims under this Certificate.
 - 14) Data Protection Act 1998. It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, 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.
 - 15) The Contracts (Rights of Third Parties) Act 1999 Clarification Clause. A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.
 - 16) Sanction Limitation and Exclusion Clause. 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.
 - 17) Insured's Compliance. You shall at all times provide such information to and co-operate with Us or Our appointed agents to allow Us to be able to comply with all relevant statutory requirements or such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice or comply with the requirements of official investigation pursuant to Statute or otherwise.
 - 18) Proportionment Of Defence Costs. Except where the Limit of Indemnity is inclusive of defence costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim Our liability to pay all defence costs in connection with the claim shall be limited to such proportion of the defence costs as the Limit of Indemnity bears to the amount paid to dispose of the claim.
 - 19) Application Of Limits Of Indemnity (Applicable To Public Liability And Products Sections Only). In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under both Public and Products Liability Section, each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Our liability shall be limited to the greater of the Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences.

Notice to the Assured

Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme should the insurer(s) be unable to meet it's/their liabilities under this Policy.

Regulation

Capital Markets Underwriting Limited is authorised and regulated by the Financial Conduct Authority (No. 511151). This can be checked on the FCA website at www.fca.gov.co.uk/register or by calling the FCA Consumer Helpline on 0800 111 6768.

Argenta Syndicate Management Limited (registered number 204974) (ASML) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. The FCA's website, which includes a register of all regulated firms can be visited at www.fca.org.uk/register.

Business Legal Cover

This section is provided by Arc Legal Assistance Limited

LEGAL ADVICE LINE SERVICE

Capital Markets Underwriting Business Legal Cover provides access to a 24 hour, 365 days a year legal advice line service.

You can use the service to seek legal advice on any legal problem that you have concerning your business, for example, employment queries, contract disputes or data protection or health & safety laws etc. The list is endless.

The advice line is staffed by qualified lawyers who will confirm the advice in writing if you wish.

EMPLOYMENT DISPUTES

As a condition of the business legal cover, you must seek authorisation from the advice line before dismissing an employee or making any significant changes to the employee's terms and conditions of employment.

If you fail to seek and/or follow the advice of the advice line, in the event that an employee makes a claim against you, you may not be covered under this insurance.

CLAIMS NOTIFICATION

To notify us of a claim under the business legal cover, you should telephone the legal advice line. The advice line will discuss the problem with you and, if appropriate, arrange for a claim form to be sent to you. Claim forms are only available by contacting the advice line.

Nobody wants to become involved in legal action if it can be avoided. Most disputes can be resolved amicably if the right course of action is followed at an early stage. By contacting the advice line as soon as you are aware of a potential dispute and by following our advice, you will know what your legal position is and what course of action you should take next.

TO CONTACT THE LEGAL ADVICE LINE TELEPHONE

Telephone 0344 770 1040

AND QUOTE

**“Capital Markets Underwriting Business
Legal Cover”**

You should notify us of any potential claim immediately. If you do not notify us within 180 days of you first becoming aware of a potential claim you will not be covered.

This insurance only covers legal costs incurred by Irwin Mitchell Solicitors or their agents appointed by us until court or tribunal proceedings are issued.

DEFINITIONS

- **“Aggregate Limit of Liability”** shall mean the maximum amount payable under this Section of Cover in any one Period of Insurance. **The Aggregate Limit of Liability is £500,000.**
- **“Appointed Representative”** shall mean Irwin Mitchell Solicitors or their agents appointed to act for the Assured by Arc.
- **“Arc”** shall mean Arc Legal Assistance Limited who administers this insurance on behalf of Underwriters.
- **“Assured”** shall mean the person, persons, partnership, firm, company, body corporate, trust or association stated in the Schedule including all partners, Officers, Employees, trustees or committee members of such Assured but in that capacity only.
- In the event of the death or incapacity of the Assured who is an individual, the estate, heirs, legal representatives or assigns
- (as the case may be) of that Assured shall be entitled to receive indemnity or benefit under this Section of Cover as if it or they were that Assured.
- **“Award”** shall mean the award of compensation which the Assured must pay as a result of
 - i) Judgment in a claim under the Legislation in relation to Employment, or
 - ii) Judgment in a claim under section 22 or 23 of the Data Protection Act 1984 concerning the inaccuracy, loss, destruction or unauthorised disclosure of data, or
 - iii) The Assured's out-of-court settlement of a claim under (i) or (ii) above to which Underwriters have given their written consent

other than

- i) Anything due under the contract of Employment, or
 - ii) Any payment made for or in recognition of redundancy, or
 - iii) Any additional, protective or special award, or
 - iv) Any compensatory award specified in a reinstatement or re-engagement order or made by reason of the Assured's failure to provide written reasons for a dismissal, or
 - v) Any interim relief or other interim payment.
- **“Business”** shall mean any business activity of the Assured specified in the Schedule and carried on in the Territory.
 - **“Claim”** shall mean any claim made under this Section of Cover for any benefit provided by this insurance.
 - **“Claim Limit of Liability”** shall mean the maximum amount payable under this Section of Cover arising from any one Event. **The Claim Limit of Liability is £100,000.**
 - **“Computer”** shall mean any computer or other electronic data processing device, equipment or system, any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by any such item, or any actual or intended function of or process performed by any of them.
 - **“Dispute”** shall mean any situation involving a disagreement with or action by someone in which the Assured's legal rights need to be protected by legal proceedings or accounting practice.
 - **“Employee”** shall mean any individual who was or is or may become subject to a contract of service or apprenticeship with anyone named or identified in the Schedule as the Assured, or with any partner therein or trustee or committee member thereof.
 - **“Employment”** shall mean any actual, alleged or attempted employment of the Employee in the course of the Business.
 - **“Enforcement Notice”** shall mean an improvement notice or a prohibition notice within the respective meanings given by sections 21 and 22 of the Health and Safety at Work etc. Act 1974.
 - **“Event”** shall mean any Dispute, accident or other event which produces a Claim or Claims.

- **“Insolvent”** shall mean that the Assured is unable to pay its debts when they are due, or its total assets are less than its total financial obligations and its financial affairs are under legal control.
- **“Legal Advice Service”** shall mean the legal advice service provided by Arc on behalf of Underwriters which may be contacted by telephoning **0344 770 1040**.
- **“Legal Expenses”** shall mean reasonable legal fees up to the hourly rate shown in the Arc fee scale ruling at the time the Adviser is instructed, costs and other expenses which are paid by Underwriters or properly charged by the Appointed Representative in relation to the Claim. Anything more than is allowed on the Standard Basis must be paid by the Assured.
- **“Legislation”** shall mean any statute, order, rule or regulation having the force of law in the Territory. Every reference in this Section of Cover to Legislation (whether or not specified) is deemed to mean that Legislation inclusive of any other Legislation by which it is supplemented, amended or re-enacted.
- **“Officer”** shall mean any director, officer, manager, partner or trustee of the Assured.
- **“Opponent's Costs”** shall mean the Assured's opponent's legal costs which it is liable to pay in a civil action.)
- **“Period of Insurance”** shall mean the period for which Underwriters have agreed to provide this insurance, as shown in the Schedule.
- **“Right of Action”** shall mean
 - i) Any need of the Assured to respond to a claim or legal proceedings made, brought, commenced or threatened against it, or
 - ii) Any right the Assured has to pursue legal action.
- **“Standard Basis”** shall mean the basis for charging costs
 - i) In England and Wales under Order 62, Rule 12 of the Rules of the Supreme Court 1965, or
 - ii) in Scotland under Chapter II (in Ordinary Proceedings) or Chapter IV (in Summary Cause Proceedings) of the Act of Sederunt (Fees of Solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993
- **“Territory”** shall mean the United Kingdom, Channel Islands and the Isle of Man.
- **“Underwriter/s”** shall mean Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

compensation will be paid at the rate of up to £100 per witness/juror per day of attendance (or part thereof) and is limited in respect of any one Claim to a total of £5,000 for all such witnesses/jurors.

Each half or full day of such attendance shall be calculated on the following basis:

- a) The period of absence from work shall include the time taken to travel to and from the hearing
- b) The period of absence from work shall be calculated to the nearest half day, taking an eight hour to be a whole day for this purpose and the maximum period for which a Claim can be made in respect of any one day
- c) For full-time Employees, one whole days salary or wages equals 1/250th of the Employees annual salary or wages at the time of such attendance
- d) For the part-time Employees, the salary or wages for the period of absence from work shall bear the same proportion of their weekly salary or wages as the period of absence bears to their normal working week for the Assured.

1) EMPLOYMENT

Underwriters will

- a) Represent or defend the Assured's civil rights in any Dispute it has with the Employee and arising from:
 - i) Employment, or
 - ii) Any actual or alleged breach of the Legislation in relation to Employment;
 - iii) Pay on the Assured's behalf any Award in favour of the Employee and arising from Employment.

2) HEALTH AND SAFETY

Underwriters will represent or pursue the Assured's rights in appealing against any Enforcement Notice served on it in relation to the Business.

3) PROPERTY

Underwriters will represent, pursue or defend the Assured's rights in owning, occupying or using any land or building for the purposes of the Business, other than in respect of any

- a) Review of any rent or service charge, or
- b) Land or building being let or otherwise made available by the Assured to any person, or
- c) Dispute between the Assured and any government department or statutory or local authority, or
- d) Dispute arising from mining or other subsidence, ground swell or heave, or
- e) Prosecution of the Assured.

4) TAXATION

Underwriters will represent, pursue or defend the Assured's rights if any government department in the Territory

- a) Makes any official investigation into the Assured's liability to taxation on income, profits or gains of the Business, or
- b) Is in Dispute with the Assured concerning its liability to Value Added Tax or its responsibility to comply with or apply the Legislation concerning the assessment, collection or recovery of Value Added Tax

other than in respect of the Assured's prosecution or to the extent of anything done or to be done:

INSURING CLAUSES

(The heading of each clause is for ease of identification only)

Underwriters hereby agree to insure the Assured subject to the terms, limitations, exclusions and conditions of this Section of Cover as well as those general terms, limitations, exclusions and conditions contained within the certificate of insurance to which this Section of Cover attaches.

If the Assured makes a valid Claim under any of the insuring clauses and based on the Right of Action of which the Assured first becomes aware during the Period of Insurance, Underwriters will:

- i) At their expense do what is explained in each insuring clause,
- ii) Take, or defend or represent the Assured in, any reasonable legal proceedings (including making or defending an appeal) which are necessary because of any action under the operative insuring clauses. These legal proceedings must take place within the Territory,
- iii) Pay on behalf of the Assured its irrecoverable Legal Expenses and Opponent's Costs arising from any action under the insuring clauses,
- iv) Pay to the Assured who is an individual, compensation for his or her attendance as a witness (at the request of the Appointed Representative and necessary because of any action under the insuring clauses) or as a juror at any court, tribunal, arbitration or hearing. Such

- i) After any matter first becomes referred to or dealt with by any Special Office of the Inland Revenue, or the Investigation Division or Collection Investigation Unit of H.M. Customs and Excise, or
- ii) In an official investigation before the government department has first expressed its written dissatisfaction with the books and records the Assured is required to produce for in-depth examination, or
- iii) Before the commencement of Value Added Tax enforcement proceedings against the Assured, or
- iv) Only because of some earlier official investigation into the Assured's affairs or some earlier Value Added Tax enforcement proceedings against the Assured, or
- v) In preparing, challenging, appealing, or otherwise processing any tax computation, assessment, demand or payment which the Assured would necessarily deal with notwithstanding that official investigation or dispute.

- b) Seepage, pollution or contamination of any kind
- c) A prosecution under the Health & Safety at Work etc. Act 1974.

8) PERSONAL INJURY

Underwriters will pursue the rights of an, Officer of the Assured to compensation following their death or personal injury caused by another person or organisation during the normal course of the Director or Officer's employment by the Assured, other than because of an accident or incident caused by, or the responsibility of the Assured.

EXCLUSIONS

(The heading of each clause is for ease of identification only)

Underwriters shall not be liable in respect of:

(a) OTHER INSURANCE

Anything for which indemnity is (or would be but for this insurance) available from any other source.

(b) DISHONEST, FRAUDULENT OR MALICIOUS CONDUCT

The Assured's defence in any Claim or legal proceedings arising from its actual or alleged dishonesty, fraud or malicious conduct, unless legal proceedings are brought against the Assured but are dismissed, successfully defended or find that the Assured did nothing dishonest, fraudulent or malicious.

(c) DISPUTES BETWEEN ASSURED'S

Any Claim arising from a Dispute between any two or more Assured's in relation to their common partnership, trust or committee.

(d) BODILY INJURY/PROPERTY DAMAGE AND PROFESSIONAL SERVICES

The Assured's defence in any civil claim or legal proceedings brought in respect of its actual or alleged legal liability for

- 1) Loss, destruction or loss of use of or damage to any property, or
- 2) Death of or bodily injury to any person, or
- 3) Breach of any duty owed by the Assured in providing any professional service or (other than as the Officer) as a director or officer of any company.

(e) DISPUTE OVER INSURANCE

Any Dispute about this insurance, or between the Assured and Arc or Underwriters or any other insurer about the way in which any insurance claim should be settled or the amount of the settlement.

(f) LIBEL, SLANDER AND INTELLECTUAL PROPERTY RIGHTS

Any Claim arising from actual or alleged defamation, malicious falsehood or infringement of any intellectual property rights.

(g) DAMAGES, FINES AND PENALTIES

Any damages (other than the Award), fine or penalty.

(h) LEGAL EXPENSES

Legal Expenses to which Underwriters have not agreed in writing or are incurred by a lawyer or other professional adviser not appointed by Arc.

(I) CIRCUMSTANCES KNOWN AT INCEPTION

Any Claim based on the Right of Action (or any circumstance which might lead to the Right of Action) of which the Assured was or should have been first aware outside the Period of Insurance.

5) DATA PROTECTION

Underwriters will

- a) Represent or pursue the Assured's rights in appealing (in accordance with Section 13 of the Data Protection Act 1984) against
 - i) Any refusal by the Registrar of Data Protection of an application, or
 - ii) Any notice served on the Assured

which is mentioned in that section and arises in relation to the Business;

- b) Represent or defend the Assured's rights in any Dispute to which it is a party and arising from any actual or alleged breach of the Data Protection Act 1984 in relation to the Business, other than in respect of the Assured's prosecution,
- c) Pay on the Assured's behalf any Award made in respect of the Dispute referred to in (b) above.

6) STATUTORY LICENCE

Underwriters will represent or pursue the Assured's rights in appealing (in accordance with the applicable Legislation) against any refusal, non-renewal, revocation, suspension, or compulsory amendment of any licence, permit or other authorisation necessarily issued to the Assured for any purpose of the Business by any person acting in the exercise of a statutory power or duty, other than in respect of any

- a) Such authorisation required to be held by the individual present in or on any means of transport in order to drive it or otherwise control its movement, or
- b) Enforcement Notice, or
- c) Matters governed by the Data Protection Act 1984, or
- d) inquiry or hearing concerning the Assured's actual or alleged professional duty, or any appeal or judicial review arising from such an inquiry or hearing, or
- e) Prosecution of the Assured.
- f) Of the following trades:
 - i) Gaming, Gambling and Nightclubs
 - ii) Gentlemen's Clubs and other venues providing entertainment in the form of Lap Dancing, Table Dancing, Pole Dancing and/or where striptease and/or erotic dance is regularly performed.
 - iii) Fairgrounds and Amusement Arcades

7) PROSECUTION

Underwriters will represent or defend the Assured's rights if it is prosecuted in a court of criminal jurisdiction, other than because of

- a) The ownership, possession or use of any vehicle, aircraft, hovercraft or watercraft, or

b) Making any intended significant variation in the Employee's terms and conditions of Employment,

v) Forwards to Underwriters, immediately upon receipt, every form IT1, IT2 and IT3 issued by the Employment Tribunal to the Assured.

(j) "YEAR 2000"

Any consequence of any failure of the Computer (by whomsoever owned or operated) to recognise or respond to, correctly and effectively, any particular date or period of time (continuous or otherwise).

(k) RADIOACTIVE CONTAMINATION OR EXPLOSIVE NUCLEAR ASSEMBLIES

Any Claim brought about by or contributed to by or consequent upon

- i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- ii) Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

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

(l) REASONABLE CARE

Any consequence of the Assured's failure in relation to the Business to

- i) Enter into and reply to correspondence with reasonable care and promptness, or
- ii) Keep and retain all necessary books, records and accounts with reasonable care and in an appropriate manner, or
- iii) Prepare and issue or submit all notices, accounts and returns in the manner and within the period required by the Legislation.

(m) WRONGFUL ACTS

Any Claim arising from something the Assured did, knowing it to be wrongful or ignoring that possibility.

(n) APPOINTMENT OF SOLICITOR

Arc will appoint Irwin Mitchell Solicitors or their agents as the Legal Representative to act for the Assured. Legal Expenses incurred by a legal adviser other than the Legal Representative are not covered under this insurance until court or tribunal proceedings are issued.

CONDITIONS

(The heading of each condition is for ease of identification only)

1. CLAIMS CONDITIONS

a) It is a condition precedent to Underwriters' liability to meet the Claim that the Assured

- i) Shall notify any potential claims immediately to Underwriters or certainly within 180 days of the Assured first becoming aware of any Event or Right of Action which may give rise to a claim
- ii) Gives Underwriters, as soon as possible, all the information, documents and assistance they need to deal with that Claim,
- iii) Gives Underwriters its reasons if it wishes to appeal
- iv) seeks and follows the advice of the Legal Advice Service before the Assured takes any action for the purpose of:
 - a) Dismissing the Employee for any reason, or

b) The Assured must

- i) Try to limit the effect of anything which may lead to a Claim,
- ii) Try to limit any loss and costs which it may wish to recover and any Legal Expenses arising from any Claim it makes,
- iii) Notify Underwriters as soon as it receives any offer to settle a Dispute or action, or any offer of a payment into court. Underwriters may stop supporting the Claim if the Assured makes, accepts or rejects any such offer without Underwriters' agreement. If the Assured does accept any such offer and this limits the Legal Expenses Underwriters are able to recover or makes the Assured liable for Opponent's Costs, Underwriters may refuse to pay the irrecoverable Legal Expenses and Opponent's Costs which arise,
- iv) Give Underwriters written details of everything they ask for.

c)

- i) Underwriters must have accepted the Claim in writing before they can deal with it.
- ii) Underwriters will accept the Claim when they are satisfied that
 - a) They have all the information that they need, and
 - b) The Assured can identify any person with whom it is in Dispute, and it is reasonable for the Assured to pursue or defend its legal rights taking into account a reasonable estimate of the Assured's total Legal Expenses and the Assured will probably achieve a worthwhile result.
- iii) Underwriters may withdraw their acceptance of the Claim and stop providing benefit for it if
 - a) The Assured no longer has both a reasonable case and a reasonable chance of a worthwhile result, or
 - b) The Assured acts wrongly or unreasonably in dealing with anything to do with the Claim, or
 - c) The Appointed Representative stops dealing with them Claim for any reason, or
 - d) The Assured becomes Insolvent and is unlikely to receive and keep any worthwhile personal benefit by continuing with its action, even if it is successful.

If Underwriters do withdraw acceptance, they will still pay for all benefits the Assured was entitled to get up to that time.

- iv) If the Assured withdraws its Claim or stops or discontinues its action without Underwriters' agreement, it must pay all Legal Expenses and Opponent's Costs which arise before it withdraws, stops or discontinues
- d) When Underwriters are considering whether to accept the Claim or to withdraw from it, or the cost or value of any benefit, they will take into account the opinion of the Appointed Representative. If the Assured disagrees with Underwriters' decision, it may then agree with Underwriters to use arbitration.

In all cases Underwriters will advise the Assured in writing of their decision on the Claim.

e)

- i) Underwriters shall appoint a lawyer or other suitably qualified person working for them to represent, pursue or defend the Assured's rights.
- ii) The Assured must give the Appointed Representative full details of the Event and the Claim and any other information the Assured is asked for. The Assured must make sure that the Appointed Representative keeps Underwriters fully up to date with the

progress of the action and lets Underwriters see the papers if they request them.

- iii) Unless the Assured has Underwriters' written permission, it must not make any arrangement with the Appointed Representative about the Legal Expenses.
- iv) The Assured must give Underwriters all the Appointed Representative's bills as soon as it receives them. If Underwriters request it, the Assured must confirm that any bill for Legal Expenses is correct, or instruct the Appointed Representative to have that bill and any demand for Opponent's Costs officially confirmed as being charged on the Standard Basis.

2. FRAUDULENT CLAIMS

If a Claim is false or fraudulent in any way, this Section of Cover shall (unless Underwriters otherwise agree) be void and the Assured will not be entitled to any benefit under this Section of Cover for that Claim or for any other Claim.

3. MULTIPLE ASSURED'S

Underwriters' liability under any and all contracts of insurance evidenced or deemed to be evidenced by this Section of Cover shall be the liability so specified in this Section of Cover as applicable to any one such contract and shall not (except as so specified) be varied or deemed varied because of the number or type of Assured's or Claims under this Section of Cover.

4. RECOVERIES

The Assured must do everything possible to recover all Legal Expenses and any payment made by Underwriters to the Assured for his or her attendance as a witness at any court, tribunal, arbitration or hearing. Any recoveries will be applied in the following sequence

- a) any Legal Expenses and Opponent's Costs incurred by the Assured over and above the relevant Limit of Liability which would otherwise have fallen within the terms and conditions of this Section of Cover,
- b) The total Legal Expenses, Opponent's Costs and any payment for the attendance as a witness paid by Underwriters;

The total amount recovered is to be applied, as far as it will go, to items a) and b) in that order, and the Assured and Underwriters are to make whatever settlement is necessary between them to reflect this.

5. NOTICE

Notice under this Section of Cover shall be deemed duly given:

- a) To Underwriters if made in writing to Arc Legal Assistance Limited at PO Box 8921, Colchester, CO4 5YD
- b) To the Assured if sent by post to the last known address of that Assured.

6. CANCELLATION

Underwriters can cancel this insurance by giving at least 30 days written notice to the Assured.

7. ARBITRATION

If there is a dispute between the Assured and the Underwriters, the matter may be referred to an arbitrator who the Assured and the Underwriters agree to. If the Assured and the Underwriters cannot agree on an arbitrator, one will be chosen by the President of the Law Society or by the Bar Council.

All costs of the arbitration will be paid by the person the arbitrator's decision goes against. If the decision is not clearly made against either the Assured and the Underwriters, the arbitrator will decide how the Assured and the Underwriters will share the costs. This policy does not cover the arbitration

costs.

If arbitration is used, it does not affect the Assured's right to take legal action or any other remedy.

8. LAW OF CONTRACT

The contract for this insurance is governed by English law and is subject to the exclusive jurisdiction of the English courts.

9. LANGUAGE

The language for contractual terms and obligations will be English.

DATA PROTECTION ACT

The details of the Assured, the Assured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998

CUSTOMER CARE

Our aim is to get it right, first time, every time. If We make a mistake, We will try to put it right promptly. If You are unhappy with the service that has been provided, You should contact Us at the address below. We will always confirm to You, within five working days, that We have received Your complaint. Within four weeks You will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks You will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if You are not satisfied with the delay You may refer Your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if You cannot settle Your complaint with Us or before We have investigated the complaint if both parties agree. Further information about the service and eligibility is available at <http://www.financial-ombudsman.org.uk>.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0120 661 5000
Email customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 0800 023 4567
Email complaint.info@financial-ombudsman.org.uk

COMPENSATION

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We or the Underwriters are unable to meet their obligations, Your entitlement to compensation will depend on the circumstances of the claim. Further information about

compensation scheme arrangements and eligibility is available at
<http://www.fscs.org.uk/>

AUTHORISATION

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We or the Insurer are unable to meet their obligations, Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements and eligibility is available at
<http://www.fscs.org.uk/>

CLAIMS PROCEDURE

The Assured notify Arc immediately, and certainly within 180 days of them first becoming aware of any actual or potential Dispute by telephoning the Legal Advice Service on **0344 770 1040** and quoting “Capital Markets Underwriting Business Legal Cover”. Arc will handle all Claims under this Section of Cover on behalf of Underwriters.

LEGAL HELPLINE

The helpline service may be used to discuss any business legal problem concerning the Assured. Simply telephone **0344 770 1040** and ask for the legal helpline quoting “Capital Markets Underwriting Business Legal Cover”. The service is here to help you. Do not hesitate to make full use of it.

In particular if something you are proposing to do may result in a claim under this Section of Cover, such as dismissing an Employee, you must use the helpline first.

To ensure that an accurate record is maintained your telephone call may be recorded.