

CMU

Capital Markets Underwriting

CMU Retail



Retailers Policy Wording

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 Insured 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:

- a) 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 therefore by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
- b) 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.

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

The Insured is requested to read this Certificate and, if it is incorrect, return it immediately for alteration.

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.

Retail Insurance Preamble

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 avoid 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.

A Section is only operative if stated as such in the Schedule.

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

Section A - Buildings

Property Covered

- 1) Buildings and outbuildings all built of brick, stone, or concrete and roofed with slate, tile or concrete including landlord's fixtures and fittings, walls, gates and fences.
- 2) Tenant's improvements and internal decorations. The property of the Insured or for which the Insured is responsible at the Premises specified in the Schedule, hereafter referred to as "Buildings".

The property covered is insured against loss, damage or destruction (hereafter referred to as "Damage") by the following causes:

- a) Fire, lightning, explosion or earthquake.
- b) Aircraft or other aerial devices or articles dropped therefrom.
- c) Riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances or malicious persons.
- d) Storm, tempest or flood, bursting or overflowing of fixed water tanks, apparatus or pipes.
- e) Impact by any road vehicle or animal.
- f) Breakage or collapse of radio or television aerials, dishes, fittings or masts.
- g) Oil escaping from a fixed heating installation or apparatus connected therewith.
- h) Falling trees or parts thereof, other than as a result of any lopping or felling operation.
- i) Theft or any attempt thereat:
 - 1) Involving entry to or exit from the Premises by forcible or violent means
 - 2) Following actual or threatened assault or violence to the Insured, the Insured's employees or any person lawfully on the Premises.
- j) Accidental damage of a sudden and unforeseen nature not otherwise covered under a) to i) above.

Special Exclusions

The following are NOT covered by this clause:

- a) Damage caused by or arising from theft or attempted theft unless covered under cause i) above.
- b) Damage caused by frost, landslip, subsidence, ground heave or settlement
- c) Damage caused by wear and tear, gradual deterioration, inherent defect, rot, mildew, rust, corrosion, insects, woodworm or vermin.
- d) Damage caused by dyeing, cleaning, repair, renovation, marring or scratching.
- e) Damage caused by faulty manipulation, design, plan, specification or materials.
- f) Market depreciation
- g) Damage caused by changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish

Exclusions

The Underwriters will not pay for:

- a) The first £250 of each and every claim unless otherwise stated in the Schedule.
- b) Damage to:
 - 1) Hedges, fences or gates caused by storm or flood or falling trees.

- 2) Radio or television aerials, dishes, fittings or masts due to erection, fitting, dismantling, repair or maintenance.
- 3) Any fixed glass, signs, blinds or canopies.
- c) Damage caused by water escaping from sprinkler systems.
- d) Damage to empty buildings or buildings which have been unoccupied for more than fourteen days unless otherwise agreed by the Underwriters and endorsed to this certificate accordingly
- e) Damage by explosion (other than Damage by fire resulting from explosion) caused by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which the internal pressure is due to steam only and belonging to or under the control of the Insured.
- f) Damage to property by or in collusion with any of the Insured's employees or inmates of the Insured' Premises.
- g) Damage to Property caused by collapse, cracking, frost, landslip, subsidence, ground heave or settlement unless otherwise agreed hereon
- h) Damage to:
 - 1) Motor vehicles or their accessories or contents.
 - 2) Electrical appliances or installations caused by electronic or electrical breakdown, self ignition, short circuiting, over-running or excessive pressure.
 - 3) Machinery caused by mechanical breakdown or derangement.
 - 4) Money, bonds, bills of exchange, deeds, promissory notes, cheques, securities, stamps, medals, coins, furs, gold, silver and silver articles, precious metal, precious stones or livestock.
 - 5) Radio or television aerials, dishes, fittings or masts due to erection, fitting, dismantling, repair or maintenance.
 - 6) Stock in any basement or cellar caused by water unless such Stock is raised at least six inches above the floor.

Limit of Liability

The sum insured by each item of the Schedule in respect of any one Period of Insurance or limit otherwise specified in any extension under this Section.

Basis of Claims Settlement

- a) Where the Buildings are destroyed - the cost of rebuilding in a condition equal to but not better or more extensive than their condition when new.
- b) Where the Buildings are damaged - the cost of repair and restoration of the damaged portion of the Buildings to a condition substantially the same as but not better or more extensive than their condition when new.

Special Conditions

- a) No payment shall be made until the rebuilding repair or restoration costs have actually been incurred.
- b) AVERAGE - if at the time of Damage the cost of rebuilding the property insured be collectively greater than the Sum Insured detailed in the Schedule, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the Damage accordingly.

Extensions

Cover under this Section is extended to include within the limit of the Sum Insured specified in the Schedule

- a) Removal of Debris - costs and expenses necessarily incurred with the consent of Underwriters in removing debris, dismantling or demolishing or shoring up or propping the portion or portions of the Buildings.
- b) Fees - architects, surveyors, consulting engineers, legal and other fees necessarily incurred with the consent of Underwriters in the

reinstatement of the Buildings. Fees incurred for the preparation of any claim are not included.

- c) Additional Costs - incurred in reinstatement to comply with Act of Parliament or local authority bye-laws, provided that notice under such Act or bye-law had not been served on the Insured before the Damage occurred.
- d) Underground Services - accidental physical Damage to underground pipes services and cables at the Premises for which the Insured is responsible.
- e) Automatic Reinstatement - in the absence of written notice by the Insured or by the Underwriters to the contrary, the reduction of the sum insured following Damage insured will automatically be reinstated as from the date of the occurrence, the Insured undertaking to pay the appropriate additional premium.
- f) Subsidence, Ground Heave or Landslip - If so indicated on the Schedule this Section also covers Damage arising from Subsidence, Ground Heave or Landslip of any part of the site on which the property stands excluding:
 - 1) Damage to any paths, drives and other surfaced areas, walls, gates and fences unless the building itself is damaged at the same time by the same peril
 - 2) Damage resulting from:
 - i) The normal settling or bedding down of new structures
 - ii) The settlement or movement of made up ground
 - iii) Coastal or river erosion
 - iv) Defective design or workmanship or the use of defective materials
 - v) Fire, subterranean fire, explosion, earthquake or escape of water from any tank, pipe or apparatus
 - 3) Damage which commenced prior to the inception of this cover
 - 4) Damage occurring as a result of demolition, construction, structural alteration or repair of any property or ground works or excavation, at the same premises
 - 5) The first £1,000 of each and every loss at each separate premises as ascertained after the application of any condition of Average

Special Condition:
This extension shall be avoided if the risk of subsidence, ground heave or landslip is increased by reason of demolition, groundworks, excavation or construction being carried out on the same or adjoining sites.
- g) Loss of Rent - The amount payable as indemnity shall be the amount by which the Rental Income during the Indemnity Period shall, in consequence of loss or damage to the Buildings Insured under this Insurance Certificate (not exceeding 10% of the total Building sum insured), fall short of the Standard Rental Income and/or in addition any reasonably incurred costs of mitigating such loss, not itself to exceed the amount of the loss thereby mitigated. It is subject to all the Exclusions set out in Section A, as applicable.

Definitions Pertaining to Extension g)

- a) Rental Income - Means the money received from tenants and incidental sales in the normal course of business at the Premises.
- b) Annual Rental Income - Means the Rental Income during the twelve months immediately before the date of the loss or damage.
- c) Standard Rental Income - Means the Rental Income during that period in the twelve months immediately before the date of the loss or damage which corresponds with the Indemnity Period.

Special Conditions Pertaining to Extension g)

- a) It is a condition precedent to the liability of the Underwriters under this Section that the Underwriters shall have admitted liability for loss or damage under Section A of this Insurance Certificate.

- b) If the Sum Insured is less than the Annual Rental Income the amount payable shall be proportionately reduced

Section B - Contents

Property Covered

Property belonging to the Insured or for which the Insured is responsible comprising:

- a) Stock and materials in trade and goods in trust
- b) Trade fixtures and fittings and other trade contents whilst at the Premises specified in the Schedule

The property covered is insured against loss, damage or destruction (hereafter referred to as "Damage") by the following causes:

- a) Fire, lightning, explosion, or earthquake.
- b) Aircraft or other aerial devices or articles dropped therefrom.
- c) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
- d) Storm, tempest or flood, bursting or overflowing of fixed water tanks, apparatus or pipes.
- e) Impact by any road vehicle or animal.
- f) Breakage or collapse of radio or television aerials, dishes, fittings or masts.
- g) Oil escaping from a fixed heating installation or apparatus connected therewith.
- h) Falling trees or parts thereof, other than as a result of any lopping or felling operation.
- i) Theft or any attempt thereat;
 - 1) Involving entry to or exit from the Premises by forcible or violent means.
 - 2) Following actual or threatened assault or violence to the Insured, the Insured's employees or any person lawfully on the Premises.
- j) Accidental Damage of a sudden and unforeseen nature not otherwise covered under a) to i) above.

Special Exclusions

The following are NOT covered by this clause:

- 1) Damage caused by or arising from theft or attempted theft unless covered under cause i) above.
- 2) Error or omission or shortages revealed at stocktaking
- 3) Damage caused by frost, landslip, subsidence, ground heave or settlement
- 4) Damage caused by wear and tear, gradual deterioration, inherent defect, rot, mildew, rust, corrosion, insects, woodworm or vermin.
- 5) Damage caused by dyeing, cleaning, repair, renovation, marring or scratching.
- 6) Damage caused by faulty manipulation, design, plan, specification or materials.
- 7) Market depreciation
- 8) Damage caused by changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish

Exclusions

The Underwriters will not pay for:

- a) The first £250 of each and every claim unless otherwise stated in the Schedule.
- b) Damage to:
 - 1) Motor vehicles or their accessories or contents.

- 2) Electrical appliances or installations caused by electronic or electrical breakdown, self ignition, short circuiting, over-running or excessive pressure.
 - 3) Machinery caused by mechanical breakdown or derangement.
 - 4) Money, bonds, bills of exchange, deeds, promissory notes, cheques, securities, stamps, medals, coins, furs, gold, silver and silver articles, precious metal, precious stones or livestock.
 - 5) Radio or television aerials, dishes, fittings or masts due to erection, fitting, dismantling, repair or maintenance.
 - 6) Stock in any basement or cellar caused by water unless such Stock is raised at least six inches above the floor.
- c) Damage to property in the open or in any open sided building or structure.
 - d) Damage caused by escape of water from sprinkler systems.
 - e) Damage by explosion (other than Damage by fire resulting from explosion) caused by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which the internal pressure is due to steam only and belonging to or under the control of the Insured.
 - f) Damage to property by or in collusion with any of the Insured's employees or inmates of the Insured's Premises.
 - g) Damage to property contained in buildings which have been unoccupied for more than fourteen days.

- 2) damage resulting from:
 - i) The normal settling or bedding down of new structures
 - ii) The settlement or movement of made up ground
 - iii) Coastal or river erosion
 - iv) Defective design or workmanship or the use of defective materials
 - v) Fire, subterranean fire, explosion, earthquake or escape of water from any tank, pipe or apparatus
 - 3) Damage which commenced prior to the inception of this cover
 - 4) Damage occurring as a result of demolition, construction, structural alteration or repair of any property or ground works or excavation, at the same premises
 - 5) The first £1,000 of each and every loss at each separate premises as ascertained after the application of any condition of Average
- Special Condition:
This extension shall be avoided if the risk of subsidence, ground heave or landslip is increased by reason of demolition, groundworks, excavation or construction being carried out on the same or adjoining sites.

Section C - Business Interruption

Definitions

- a) Net Takings - shall mean the money paid or payable to the Insured for goods sold and services rendered in the Business at the Premises, less the cost of purchases relative thereto.
- b) Loss of Net Takings - shall mean the shortage in the Net Takings during the Indemnity Period compared with the corresponding period in the twelve months immediately before the date of the loss damage or destruction (hereafter referred to as "Damage") to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting it, either before or after the Damage or which would have affected it had the Damage not occurred, so that the figure thus adjusted shall represent, as nearly as may be reasonably practicable, the results which, but for the Damage, would have been obtained during the Indemnity Period after the Damage.
- c) Increased Cost of Working - shall mean the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Net Takings which, but for such expenditure, would have taken place during the Indemnity Period but not exceeding the Loss of Net Takings thereby avoided.
- d) Savings - shall mean such charges and expenses of the Business (normally paid out of Net Takings) as may cease or be reduced during the Indemnity Period in consequence of the Damage.
- e) Indemnity Period - shall mean the period beginning with the occurrence of the Damage and ending not later than twelve months thereafter, during which the results of the Business shall be affected in consequence of the Damage.

The Cover

Loss of Net Takings in the event of the Business at the Premises being interrupted as a result of Damage to the Property insured for which liability has been admitted under Section A - Buildings or Section B - Contents during the Period of Insurance.

Limit of Liability: The sum insured stated in the Schedule.

Basis of Settlement: Loss of Net Takings and Increased Cost of Working, less any Savings.

Limit of Liability

The sum insured by each item of the Schedule in respect of any one Period of Insurance or limit otherwise specified in any extension under this Section.

Basis of Claims Settlement

Property as described in Property Covered (1) - the cost price of the goods to the Insured.

Property as described in Property Covered (2) - the cost of repair or replacement as new, no deduction being made for wear, tear or depreciation provided that the repair or replacement has been effected.

Underwriters will at their option repair, reinstate or replace such Damage.

AVERAGE: - if at the time of Damage the value of the property insured by each item be collectively greater than the Sum Insured detailed in the Schedule, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the Damage accordingly.

Extensions

Cover under this Section is extended to include within the limit of the Sum Insured specified in the Schedule:

- a) Removal of Debris - costs and expenses necessarily incurred in the removal of contents debris following Damage insured by this Section.
- b) Automatic Reinstatement - in the absence of written notice by the Insured or by the Underwriters to the contrary the reduction of the sum insured following Damage insured will automatically be reinstated as from the date of the occurrence, the Insured undertaking to pay the appropriate additional premium.
- c) Seasonal Increase - during the months of November and December and for first 14 days of January, the sum insured on Stock shall increase by 20%.
- d) Subsidence, Ground Heave or Landslip - If so indicated on the Schedule this Section also covers Damage arising from Subsidence, Ground Heave or Landslip of any part of the site on which the property stands excluding:
 - 1) Damage to any buildings, paths, drives and other surfaced areas, walls, gates and fences

Special Conditions

- a) Average - If at the time of the loss the Net Takings as adjusted for the trend of the Business and the Indemnity Period shall be greater than the sum insured shown in the Schedule, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
- b) VAT - To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all such terms in this Section shall be exclusive of such tax.
- c) Goods Sold Elsewhere - If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Premises for the benefit of the Business, the money paid or payable in respect of such sales or services shall be brought into account in determining the loss of Net Takings.
- d) Liquidation - This Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this Insurance.

Extensions

Cover under this Section is extended to include Loss of Net Takings directly as a result of:

- a) Denial of Access - caused as a result of Damage insured by a specified peril in Section A - Buildings or Section B - Contents of this Certificate to:
 - 1) 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 Insured in the Premises is damaged or not.
 - 2) Other premises, not owned or occupied by the Insured, sufficiently close to the Premises of the Insured for the results of the Insured's Business to be affected but excluded losses arising within seven days of the date of Damage.
- b) Loss of Utilities - Damage to premises of any public or private supply company undertaking from whom the Insured obtains electricity, gas or water by a specified peril under Section A - Buildings or Section B - Content of this Certificate excepting:
 - 1) Where such failure is for a period of less than 30 minutes.
 - 2) 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 other reason.
 - 3) In consequence of a fault in any part of the installation belonging to the Insured.
- c) Closure - of the Premises by competent authority due to:
 - 1) An outbreak of any notifiable human infectious or contagious disease, subject to liability in respect of this extension being limited to £25,000.
 - 2) Murder or suicide.
 - 3) Food poisoning or drink poisoning
 - 4) Defective sanitary arrangements or vermin or pests other than the deliberate act of any supply authority to withhold the supply of water.

Cover under this Section shall also include:

- d) Automatic Reinstatement - in the absence of written notice by the Insured or by Underwriters to the contrary, the reduction of the sum insured following the loss will automatically be reinstated as from the date of the occurrence, the Insured undertaking to pay the appropriate additional premium.
- e) Loss of Rent - The amount payable as indemnity shall be the amount by which the Rental Income during the Indemnity Period shall, in consequence of loss or damage to the Buildings specified under this Insurance Certificate fall short of the Standard Rental Income and/or in addition any reasonably incurred costs of mitigating such loss, not

itself to exceed the amount of the loss thereby mitigated. It is subject to all the Exclusions set out in Section A, as applicable.

Definitions Pertaining to Extension e)

Rental Income: Means the money received from tenants and incidental sales in the normal course of business at the Premises.

Annual Rental Income: Means the Rental Income during the twelve months immediately before the date of the loss or damage.

Standard Rental Income: Means the Rental Income during that period in the twelve months immediately before the date of the loss or damage which corresponds with the Indemnity Period.

Special Conditions Pertaining to Extension e)

- a) It is a condition precedent to the liability of the Underwriters under this Section that the Landlords Insurers have admitted liability for loss or damage.
- b) If the Sum Insured is less than the Annual Rental Income the amount payable shall be proportionately reduced.

Section D - Glass

The Cover

- a) Breakage of:
 - 1) Interior & exterior fixed glass, fixed wall mirrors and glass fixed in show cases, including lettering thereon,
 - 2) Sanitary ware.
- b) Damage to window frames, framework and fittings of the ground floor frontage and damage to trade contents on display caused by breakage of glass in the shop front. Happening at the Premises during the Period of Insurance.

Exclusions

Underwriters will not pay for:

- a) The first £250 of each and every claim unless otherwise stated in the Schedule.
- b) The cost of bending, painting, staining, tinting, embossing, solarfilm or shatterproof film or ornamental work on glass.
- c) Glass which is incorporated in multiple glazing units or is frameless on any side (other than double glazing).
- d) Breakage consequent on alterations to the framework or position of any glass or sanitary ware.
- e) Glass or sanitary ware which at inception of this insurance is broken or damaged.
- f) Glass or sanitary ware forming part of the Insured's stock in trade or goods in trust.
- g) Any superficial scratching, chipping, cracking, or fracturing that does not extend through the entire thickness of the glass.
- h) Damage to glass caused by fire.

Limit of Liability: The sum insured stated in the Schedule.

Basis of Claims Settlement

In respect of a1 (The Cover) - Underwriters will replace the broken glass with glass of similar quality or at their option pay to the Insured the value of the glass broken at the current price at the date of breakage, less any salvage. Underwriters will also pay the reasonable cost of any necessary boarding up pending replacement of the broken glass.

- a) In respect of a2 (The Cover) & b (The Cover) - Indemnity by payment, or at Insurer's option, replacement, reinstatement or repair of the broken or damaged items.

Section E - Money

Money - shall mean cash, bank and currency notes, cheques, money orders, postal orders, current postage stamps, bankers draft, VAT purchase invoices, credit company sales vouchers and gift tokens belonging to the Insured or for which the Insured is responsible in connection with the Business.

Business Hours - shall mean the period during which the Premises are actually occupied for business purposes and during which the Insured or any of the Insured's employees entrusted with Money are on the Premises.

Non – Negotiable Money

Non – Negotiable money: “Money” in the form of crossed cheques, crossed postal orders, crossed bankers drafts, premium savings bonds, National savings certificates, unused units in postage stamp franking machines. Stamped of franked National Insurance cards and VAT purchase invoices belonging to or the responsibility of the Insured subject to Underwriters liability limit as set out below.

The Cover

Loss of Money up to the limits of liability stated for any one loss, occurring within Great Britain during the Period of Insurance.

Exclusions

The Underwriters will not pay for loss:

- a) Due to depreciation in value or dishonoured cheques or accounting or clerical errors.
- b) Of Money from unattended vehicles.
- c) Arising from dishonesty of any of the Insured's partners, directors or employees, unless such loss is discovered within 7 working days of such loss.
- d) More specifically insured.
- e) Of Money outside Great Britain.
- f) The first £50 of each and every loss.

Limits of Liability

- a) Non – negotiable money £250,000
- b) In the Premises during Business Hours or in transit in the personal custody of the Insured or his authorised employees between the Premises and any bank, building society or post office or at a bank night safe.
 - 1) In the care, custody and control of one able bodied adult, up to £1,500
 - 2) In the care, custody and control of two or more able bodied adults, up to: £3,000
- c) In the Premises outside Business Hours contained in a securely locked safe: £1,000
- d) In the Premises outside Business Hours not contained in a locked safe: £100
- e) In the custody or private dwelling of the Insured or any authorised partner, director or employee of the Insured out of Business Hours: £500

Limit Extensions

- a) It is noted that for the following periods only Limits b) and c) are increased by 50% of the above stated limits provided that no one claim exceeds £10,000 in all: Limited to a) for the period 1st December to 15th January b) for fourteen days prior to any bank or public holiday and two days thereafter.
- b) Money contained in gaming machines is limited to £200 per machine.

Special Conditions

It is a condition precedent to any liability under this Section that:

- a) The Insured shall keep a record of all Money insured under this Section and such record be kept in a secure place, other than in safes or strongrooms on the Premises.
- b) Keys or specification of combination lock numbers of any safe or strongrooms containing Money must be removed from the Premises outside Business Hours.
- c) The Insured shall at all times exercise reasonable care in the selection and employment of employees involved with the handling and or transit of Money and has obtained and will continue to obtain satisfactory written references and confirmation of such references from previous employers.

Extensions

Cover under this Section is extended to include:

Assault - personal assault benefits in accordance with the Table of Benefits hereunder in the event of a robbery or attempted robbery of the Insured or any partner, director or employee in the course of their employment by the Insured which directly results in death or disablement.

- a) Death: £10,000
- b) Total & irrecoverable loss of sight in one or both eyes: £10,000
- c) Total loss of use of an entire hand, arm, foot or leg: £10,000
- d) Permanent total disablement from usual occupation: £10,000
- e) Temporary total disablement from usual occupation: £100 per week

provided that:

- 1) Benefits shall only be payable under one of the Table of Benefits a) to d) in respect of any one injury and such payment shall be the maximum payable per person in any Period of Insurance.
- 2) No benefit shall be payable under Benefits a) to d) inclusive unless death or disablement occurs within twelve months of the injury.
- 3) No benefit shall be payable to any person whose age is less than sixteen or more than sixty-five years.
- 4) Benefit e) shall cease immediately the Insured are entitled to claim Benefits a), b), c) or d).
- 5) The maximum period payable for Benefit e) shall be 104 weeks from the date on which the Insured, partner, director or employee first attends a qualified medical practitioner.

Section F – Deterioration of Stock

The Cover

Damage to refrigerated stock within any refrigeration unit at the Premises due to or arising from:

- a) A rise or fall in temperature due to a failure of the refrigeration unit.
- b) Accidental escape of refrigerant or refrigerant fumes.
- c) Accidental failure of the public or private supply of electricity.

Exclusions

The Underwriters will not pay for:

- a) The first £50 of each and every claim unless otherwise stated in the Schedule.
- b) Damage arising from:
 - 1) The wilful act or neglect of the Insured, any partner, director or employee or their families.
 - 2) The failure of the public or private electricity supply occasioned by the deliberate act of any electricity authority or company to withhold or restrict the supply.

- 3) Consequential loss of any kind.
- 4) The failure of refrigeration units which are,
 - i) Over 10 years old.
 - ii) Not the subject of maintenance service agreement unless the unit has a hermetically sealed motor and compressor.

Limit of Liability: The sum insured stated in the Schedule. Basis of Claims Settlement: The cost price of the goods to the Insured.

Section G - Goods in Transit

Property Covered

Stock pertaining to the Business belonging to the Insured or for which they have accepted responsibility.

The Cover

The property covered is insured against loss, damage or destruction (hereafter referred to as "Damage") whilst in transit by any vehicle owned or used by the Insured anywhere in Great Britain, including loading and unloading of such vehicles.

Exclusions

The Underwriters will not pay for:

- a) The first £250 of each and every claim unless otherwise stated in the Schedule.
- b) Damage caused by:
 - 1) Wear, tear, gradual deterioration, depreciation, scratching, marring, latent defect, inherent vice, moth, insects or vermin.
 - 2) Faulty packing or loading, wrongful delivery or consequential loss of any kind.
- c) Damage to:
 - 1) Jewellery, watches, precious metals or stones or articles composed of them, furs, livestock, works of art, pictures, paintings, antiques, glass, china and earthenware.
 - 2) Money and securities.
 - 3) Property in open topped or open sided vehicles or vehicles with fabric roofs or canvas tilts.
- d) Damage by theft or attempted theft:
 - 1) From any vehicles being used by the Insured or any employee of the Insured when such vehicle is left unattended, unless the vehicle is locked at all points of access and any security devices set to operate. The security devices referred to above are such locks, alarms and immobilisers advised to and approved by Underwriters at inception of this insurance, together with the standard makers' locks supplied with the vehicle and such devices shall not be withdrawn or varied to the detriment of Underwriters without their prior consent.
 - 2) From any vehicle OVERNIGHT, unless such vehicle is contained in a securely locked building or securely locked and completely enclosed yard or manned and patrolled vehicle car park.
- e) Damage arising out of riot, violent disorder, strike, labour disturbance or civil commotion.

Definition: OVERNIGHT shall mean from 9.00 pm or whenever the vehicle was last occupied, whichever is the earlier, to 6.00 am or until the vehicle is first used, whichever is the later.

Limit of Liability

The limit any one vehicle as stated in the Schedule.

Basis of Claims Settlement

Indemnity by payment or at Insurer's option, replacement, reinstatement or repair.

Special Condition

- a) AVERAGE - If the value of the property insured hereby on one vehicle shall at the time of Damage be collectively greater than the Limit any one vehicle shown on the Schedule, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the Damage accordingly.
- b) REASONABLE CARE - The Insured shall take reasonable measures to ensure:
 - 1) That vehicles are maintained in a roadworthy condition.
 - 2) Security locks and other security devices are maintained in efficient working condition
 - 3) That goods are correctly packaged and vehicles are correctly loaded.

Extensions

Cover under this Section is extended to include:

Additional Expenses - reasonably incurred in connection with the transfer of property to any other vehicle or delivering it to its original destination or returning it to its place of dispatch, consequent upon collision or overturning of the conveying vehicle or reloading the vehicle following accidental discharge.

Section H - Loss of Licence

The Cover

In the event of the Premises Licence or Club Premises Certificate ("the licence / certificate") or any part thereof which has been granted under the Licensing Act 2003 ("the Act") or any subsequent legislation in respect of the Premises described in the Schedule being totally and permanently forfeited or revoked or refused renewal by the Licensing Authority during the Period of Insurance, Insurers will pay or make good to the Insured all loss that the Insured may sustain in respect of

- a) The depreciation in value of the interest of the Insured in the Premises by the forfeiture of or revocation of the licence / certificate(s)
- b) The cost and expenses being incurred by the Insured with the prior written consent of Insurers in connection with any appeal against the forfeiture of or revocation of the licence / certificate(s) provided that the liability of Insurers under this Extension shall not exceed the Limit of Liability stated in the Schedule. It is a condition precedent to the liability of Insurers that in the event of the receipt by the Insured, his tenant, employee or agent of any notice or other communication which could lead to an application to forfeit revoke suspend restrict or withdraw the licence / certificate(s) or impose conditions thereon that the Insured will notify the Insurer forthwith and will allow the Insurer's solicitors full discretion in the conduct of proceedings, including any decision to appeal or otherwise.

Exclusions

This Extension does not cover

- a) Any claim arising directly or indirectly from any scheme of town or country planning improvement redevelopment or compulsory purchase
- b) Any claim arising from any alteration in the law or statutory guidance or statement of Policy affecting the grant lapse withdrawal surrender forfeiture suspension extent renewal or duration of any licence / certificate or the imposition of conditions thereon

- c) Any claim occasioned wholly or partly by or through the misconduct procurement connivance action neglect or omission of the Insured [his tenant(s) employee(s) or agent(s)] to take any step necessary for keeping the licence / certificate(s) in force (including but not limited to the payment of any fee due) unless the Insured or any other claimant hereunder shall prove to the reasonable satisfaction of Insurers that such matter was beyond the power or control of the Insured, his tenant(s), employee(s) or agent(s)
- d) Any claim arising from the suspension lapse withdrawal forfeiture of or revocation of or refusal to renew the licence / certificate(s) or the imposition of conditions thereon occasioned wholly or partly by a Criminal Act of the owner manager or the Insured, his tenant(s) employee(s) or agent(s)
- e) Any claim arising from the suspension lapse withdrawal forfeiture of or revocation of the licence / certificate(s) or the imposition of conditions thereon on the grounds that there is or may be a problem relating to the supply or use of illegal or controlled drugs at the Premises
- f) Any claim arising from the lapse of the licence / certificate(s) on the grounds that the holder of the licence / certificate has died, been dissolved, become mentally incapable or insolvent (which includes but not exclusively the approval of a voluntary arrangement, an adjudication of bankruptcy or order of sequestration, or the entering into of a deed of arrangement or a trust deed made for the benefit of his creditors, or in the case of a company, the approval of a voluntary arrangement proposed by its directors, the appointment of an administrator or an administrative receiver in respect of the company, or entering into liquidation
- g) Any claim arising from the surrender of the licence / certificate(s) by the holder of the licence / certificate or other person
- h) Any claim where the Insured is entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the suspension lapse withdrawal forfeiture, revocation or refusal to renew the licence / certificate(s) or the imposition of conditions thereon
- i) Any claim arising from the withdrawal of a Club Premises Certificate following a review or a club ceasing to be a qualifying club as defined by the Act and/or subsequent legislation.

Warranties

- a) It is warranted that in the event of the death incapacity insolvency or dissolution of the Premises Licence / certificate holder, or the desertion of the Premises, or the conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect of his honesty moral standing or sobriety) of the Tenant Manager Occupier or Personal Licence holder, the Insured shall forthwith (and in any event within 7 days from the date of the foregoing event) procure a suitable person to replace him with a person to whom the Licensing Authority has granted a Personal Licence and serve all necessary notices within that period
- b) It is warranted that on the Insured becoming aware of any
 - 1) Complaint (formal or otherwise) against the premises, Premises licence / certificate or its control
 - 2) Proceedings against or conviction of the holder of the Premises licence / certificate Tenant Manager Occupier of the premises the Designated Premises Supervisor or the holder of any Personal Licence / certificate or other person employed at the premises for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect of his honesty moral standing or sobriety
 - 3) Transfer or proposed transfer of the licence(s)
 - 4) Alteration in the purpose for which the Premises are used or any other intended variation of the Premises licence / certificate
(save that

applications may be made without notice to the Insurer to vary the licence / certificate under section 37(1) of the Licensing Act 2003 to specify an individual as the designated premises supervisor)

- 5) Application for revocation or suspension of the licence / certificate(s) or the imposition of conditions thereon; or
- 6) Other circumstances which may endanger the licence / certificate(s) or give rise to a claim under this Insurance / the Insured shall immediately give notice in writing to the Insurers and supply such additional information and give such assistance as the Insurers or their nominated solicitors may reasonably require.
- c) It is warranted that the Insured shall not use any reference to the Insurers hereon to promote his business or advertise or inform any other party of the existence of the insurance under this Extension.
- d) It is warranted that the Insured will make all necessary arrangements for fulfilment of the Business in a prudent and timely manner.
- e) It is warranted that the Insured will ensure all necessary licence / certificates visas and permits are obtained and are current for the Period of Insurance and that all contractual arrangements have been confirmed in writing by the Insured.
- f) It is warranted that the Insured shall undertake to do everything in his ability to avoid or diminish a loss under this Extension and shall (without limiting the foregoing) comply with any reasonable request or direction given by the licensing authority or magistrates on appeal or official employed by any responsible authority (as defined by the Act)

Section I Liabilities

The Underwriters hereby agree subject to the terms exceptions conditions endorsements and Limits of Indemnity of this Insurance to indemnify the Insured against:

- a) All sums which the Insured shall become legally liable to pay as damages and in addition claimants costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined below and to which this Section applies and which arises in connection with the Business.
- b) All cost and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be the subject of Indemnity under this Insurance.
- c) The payment of the solicitor's fees incurred with the Underwriters written consent for representation of the Insured at:
 - 1) Any Coroner's Inquest or Fatal Accidental Enquiry in respect of any death.
 - 2) Proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting from Bodily Injury or loss of or damage to Property which may be the subject of indemnity under this Insurance.

Definitions Applicable to Section I

- a) Insured shall mean
 - 1) The first named party in the Schedule
 - 2) Any Associated or Subsidiary Company of the first named party which is named in the Schedule operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - 3) At the written request of the Insured
 - i) Any director or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity if the

claim against any such person had been made against the Insured.

- ii) Any officer member of Employee of the Insured's social sports or welfare organisation or first aid, fire or ambulance service in his respective capacity as such
- iii) Any director, partner or senior official of the Insured in respect of private work carried out by any Employee of the Insured for any such person with the consent of the Insured

4) In the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured provided that such person shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Insurance as far as they apply.

b) Business shall mean the description shown in the Schedule and

- 1) The ownership repair and maintenance of the Insured's own property
- 2) The provision and management of canteen social sports and welfare organisations for the Insured's employees
- 3) The provision and management of first aid, fire and ambulance services
- 4) Private work carried out with the written consent of the Insured for any director partner or senior official of the Insured by an Employee of the Insured and no other for the purpose of this insurance.

c) Bodily Injury shall mean death injury illness or disease

d) Property shall mean material property

e) Employee shall mean

- 1) Any person under a contract of service or apprenticeship with the Insured
 - i) Any labour master or labour only sub-contractor or person supplied by any of them
 - ii) Any self employed person providing labour only
 - iii) Any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
 - iv) Any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme while engaged in working for the Insured in connection with the Business

f) Goods shall mean any goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by the Insured in the course of the Business

g) Offshore shall mean from the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation

b) Whilst temporarily outside the countries named in a) provided that any such Employee is

- 1) Ordinarily resident in any of the aforesaid countries
- 2) Engaged in non-manual work

Compulsory Insurance Clause

The Policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies

Exceptions

The Underwriters shall not indemnify the Insured under this Sub- Section against liability

- a) for Bodily Injury sustained by any Employee of the Insured whilst
 - 1) Carried in or upon entering leaving ascending descending mounting or alighting from any vehicle on a road as defined designated or specified in any road traffic legislation
 - 2) Offshore

Limit of Indemnity

The liability of the Underwriters for all damages payable by the Insured under this Sub-Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one occurrence shall not exceed the amount specified in the Schedule including all defence costs and claimants' costs fees and expenses.

Sub Section 2 - Public Liability

Scope of Cover

- a) Accidental Bodily Injury to any person
- b) Accidental loss of or damage to Property happening anywhere within the Geographical Limits during the Period of Insurance

Exceptions

The Underwriters shall not indemnify the Insured under this Sub- Section against liability

- a) for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than
 - 1) Employees' or visitors' property
 - 2) Any premises including contents not being premises leased or rented to the Insured which are temporarily occupied by the insured for the purposes of carrying out work in or to such premises
- b) arising from the ownership possession or use under the control of the Insured or any Employee of the Insured of
 - 1) Any mechanically propelled vehicle
 - 2) Any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft exceeding six metres in length)
- c) Caused by any Goods after they have ceased to be in the custody or control of the Insured other than food or drink supplied primarily for use of Employees or for entertainment purposes.
- d) Arising from professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged.

Sub Section 1 Employers Liability

Scope of Cover

Bodily Injury sustained by any Employee of the Insured arising out of and in the course of his employment or engagement by the Insured and caused during the period of Insurance

- a) In Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries

Geographical Limits

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries.
- b) Elsewhere in the World arising out of temporary Business visits by Employees.
 - 1) Ordinarily resident in any of the aforesaid countries.
 - 2) Engaged in non-manual work.

Limit of Indemnity

The liability of the Underwriters for all damages payable by the Insured under this Sub-Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one occurrence shall not exceed the amount specified in the Schedule.

Excess

The Underwriters shall not be liable for the first £250 of each and every claim in respect of loss of or damage to Property unless otherwise stated in the Schedule.

Sub Section 3 - Products Liability

Scope of Cover

- a) Accidental Bodily Injury to any person
- b) Accidental loss of or damage to Property happening anywhere in the World during the Period of Insurance and caused by any Goods.

Exceptions

The Underwriters shall not indemnify the Insured under this Sub- Section against liability

- a) Caused by or in connection with any Goods which are to the knowledge of the Insured manufactured sold supplied erected repaired altered treated transported serviced or installed by the Insured in or for delivery or use in the United States of America or Canada.
- b) Caused by any goods in the custody or control of the Insured.

Limit of Indemnity

The liability of the Underwriters shall not exceed in aggregate the amount specified in the Schedule in respect of all occurrences arising from one Period of Insurance.

Excess

The Underwriters shall not be liable for the first £250 of each and every claim in respect of loss of or damage to Property

Extensions Applicable to Section I

Contractual Liability and Indemnity to Principal

The underwriters will otherwise subject to the terms exceptions conditions and endorsements if this Insurance indemnify the Insured under Sub-Sections 1 and 2 of this Section against liability in respect of Bodily Injury or loss of or damage to Property as follows:

To the extent that any contract or agreement entered into by the Insured with any principal so requires the Underwriters will

- a) Indemnify the Insured against liability assumed by the Insured

- b) Indemnify the principal in like manner to the Insured in respect of the liability of the Principal arising out of the performance by the Insured of such contract or agreement. Provided that
 - 1) The conduct and control of claims is vested in the Underwriters
 - 2) The principal shall observe fulfil and be subject to the terms conditions and endorsements of this Insurance so far as they can apply
 - 3) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
 - 4) The indemnity granted under Sub-Section 1 shall only apply in respect of liability to any person who is an Employee of the Insured

Where any indemnity is provided to any principal the Underwriters will treat each principal and the Insured as though a separate insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.

Corporate Manslaughter Legal Defence Costs

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 Insured, and if the Insured so requests, any Person Employed or director or partner of the Insured, 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

Exceptions Applicable to Section I

- a) No indemnity shall be given in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in part or in whole) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance.
- b) The Underwriters shall not indemnify the Insured under this Insurance against any liability which is assumed by agreement (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- c) The Underwriters shall not indemnify the Insured under this Insurance against any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from

- 1) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof

but as far as concerns Bodily Injury to any Employee which arises out of and in the course of his employment or engagement by the Insured this exception shall apply only in respect of

- 1) Liability of any principal
 - 2) Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
- d) The Underwriters shall not indemnify the Insured under this Insurance against liability for
- i) Punitive or exemplary damages
 - ii) Multiplied damages
 - iii) The costs of appeal against any improvement or prohibition notices
 - iv) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - v) Compensation ordered or awarded by a Court of Criminal Jurisdiction
- e) The Underwriters shall not indemnify the Insured under Sub- Section 2 or 3 of this Section against liability
- 1) In respect of Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Insured.
 - 2) In respect of loss of or damage to or any costs or expense incurred in repairing replacing removing rectifying recalling or making any refund in respect of the Goods.
 - 3) In respect of loss of or damage arising from the failure of Goods to perform their intended function.
 - 4) In respect of Bodily Injury or loss of or damage arising from Goods used with the Insured's knowledge in connection with aircraft watercraft or offshore structures.

The Underwriters shall not indemnify the Insured under Sub Sections 2 or 3 of this Insurance against liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended or unexpected incident which takes place in its entirety at specific movement in time and place during the Period of Insurance.

- f) Terrorism Employers' Liability – Exception. Notwithstanding anything contained herein to the contrary the liability of the Underwriters under Sub Section 1 for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured 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

- 1) 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 economy and
 - iii) From its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- g) Terrorism Public and Products Liability Exception. Notwithstanding anything contained herein to the contrary the Underwriters shall not indemnify the Insured under Sub Section 2 and

3 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

- 1) 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 economy and
 - iii) From its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- h) Exclusion - Fungus, Mould and Mildew - Public and Products Liability Exception. Notwithstanding anything contained herein to the contrary the Underwriters shall not indemnify the Insured under Sub Section 2 and 3 against:
- 1) 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
 - 2) 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
 - 3) 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 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 un- changed.

- i) Component Building Material - Public and Products Liability Exception. Notwithstanding anything contained herein to the contrary the Underwriters shall not indemnify the Insured under Sub Section 2 and 3 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.
- j) Defective Work Or Materials - Public Liability Exception. We will not indemnify You in respect of the cost of replacing or making good faulty, defective or incorrect
 - i) workmanship, or
 - ii) materials, goods or other property supplied, installed or erected by You or on Your behalf
- k) Motor Vehicles - Public Liability Exception. We will not pay for any liability arising out of the ownership possession or use by You or on Your behalf of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability
 - i) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer

- ii) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer
- iii) for Damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
- iv) arising out of any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking

And where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer

Conditions Applicable to Section I

- a) The Insured shall
 - 1) Give immediate notice to the Underwriters of anything which may give rise to a claim being made against the Insured and for which there may be liability under this Insurance
 - 2) Advise the Underwriters in writing immediately the Insured has any knowledge of any impending prosecution inquest or fatal accident enquiry in connection therewith.
- b) The Insured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter writ summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. No admission of liability or offer promise or payment shall be made without the written consent of the Underwriters.
- c) The Underwriters may at any time at their sole discretion pay to the Insured the maximum sum payable under this Insurance or lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.
- d) The Insured shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the Business in proper repair and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- e) If at the time of any claim there is or but for the existence of this Insurance would be any other Policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim this Insurance shall not provide any indemnity in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected.
- f) Asbestos Conditions
Employers Liability - The Underwriter's liability under sub section 1 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 insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

- g) Public Liability - Underwriters will not indemnify the insured under sub section 2 and 3 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.
- h) 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.
- i) 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.
- j) 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.
- k) This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law ordinance or statute
- l) If this policy or this Section is cancelled any certificate of Employer's Liability insurance is cancelled at the same time.
- m) Where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories Our Liability inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the Schedule.

Section J – Personal Accident

Schedule of Compensation

The Underwriters will pay the Sum Insured to the Insured Person, or his Executors or Administrators, in accordance with the following Schedule of Compensation in the event of the Insured Person sustaining Bodily Injury or Illness, subject to the terms, Definitions, Exclusions and Conditions, contained in this Certificate. If however, an Insured is named in the Schedule, the Underwriters will pay the Insured and not the Insured Person. This Certificate insures only those items which have a Sum Insured entered by them in the Schedule. Items not insured have the words "NOT INSURED" by them.

Compensation payable in respect of Accident

- | | |
|--|-------------------------|
| a) Death £10,000 | (PRINCIPLE OR DIRECTOR) |
| b) Permanent Total Loss of Sight of One or Both Eyes | NOT INSURED |
| c) Loss of One or More Limbs | NOT INSURED |
| d) Permanent Total Loss of Speech | NOT INSURED |

- e) Permanent Total Loss of Hearing
 - 1) In One Ear NOT INSURED
 - 2) In Both Ears NOT INSURED
- f) Permanent Total Disablement (other than loss of Sight, Limb, Speech or Hearing) NOT INSURED
- g) Temporary Total Disablement NOT INSURED
- h) Temporary Partial Disablement NOT INSURED

of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.

Definitions

- a) Accident - Means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
- b) Benefit Period - Means the maximum (but not necessarily consecutive) period for which the Temporary Total Disablement or Temporary Partial Disablement sum insured is payable, after deduction of the Excess Period.
- c) Bodily Injury - means identifiable physical injury which: -
 - 1) Is sustained by the Insured Person and
 - 2) Is caused by an Accident during the Period of Insurance and
 - 3) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the Accident.
- d) Excess Period - means the period at the commencement of each Benefit Period during which the sum insured is not payable.
- e) Illness - means illness of the Insured Person which declares itself during the Period of Insurance and occasions the total disablement of the Insured Person within twelve months after declaring itself.
- f) Loss of Limb - means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.
- g) Medical Expenses - means expenses properly incurred by the Insured Person for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.
- h) Permanent Total Disablement - means disablement which entirely prevents the Insured Person from attending to the duties of his usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
- i) Temporary Partial Disablement - means disablement which temporarily prevents the Insured Person from attending to a substantial part of the duties of his usual business or occupation.
- j) Temporary Total Disablement - means disablement which temporarily and totally prevents the Insured Person from attending to the duties of his usual business or occupation.
- k) United Kingdom - means England, Scotland, Wales and Northern Ireland. In respect of persons not resident in the United Kingdom reference to the United Kingdom is amended to read "Country of Domicile."
- l) Words in the masculine gender shall include the feminine.

Exclusions

This Certificate does not cover: -

- a) The Insured Person whilst engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- b) The Insured Person whilst engaged or taking part in aeronautics or aviation, other than as a passenger.
- c) The Insured Person whilst engaged or taking part in mountaineering or rock climbing normally involving ropes and/or guides.
- d) The Insured Person whilst riding or driving in any kind of race.
- e) Any claims arising directly or indirectly caused or contributed to by the Insured Person's intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or from the Insured Person's own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind.

Compensation payable in respect of Illness

- a) Permanent Total Loss of Sight of Both Eyes NOT INSURED
- b) Permanent Total Disablement by Paralysis NOT INSURED
- c) Temporary Total Disablement NOT INSURED

Medical Expenses

Medical Expenses incurred in respect of Items g), h) or k) will be paid in addition by the Underwriters up to but not exceeding 15 per cent of any claim admitted under such item.

However, if in respect of such Medical Expenses the Insured or an Insured Person shall recover any payment under any other insurance, the Underwriters shall only be liable for the difference between such recovery and the total cost of Medical Expenses incurred, not exceeding 15 per cent of the claim admitted under Items g), h) or k) herein.

Disappearance Extension

It is agreed that, provided Item 1 of the Schedule of Compensation is covered and subject to all the terms, Definitions, Exclusions and Conditions of this Certificate, if the Insured Person disappears during the Period of Insurance and his body is not found within 90 days after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained Bodily Injury and that such injury caused his death, the Underwriters shall forthwith pay the death benefit under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if he is subsequently found to be living.

Provided Always That

- a) (1) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident, except for any compensation payable hereunder in respect of Temporary Partial Disablement preceding or following Temporary Total Disablement, or of the same Illness, and (2) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by the Underwriters. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident or Illness.
- b) The total sum payable under this Certificate in respect of any one or more claims shall not exceed in all during the Period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement, except that the Underwriters will in addition pay Medical Expenses as herein provided.
- c) If Item a) of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation and Medical Expenses, in respect of any Accident which would have given rise to a claim under Item 1 had that item been covered.
- d) If Item a) of the Schedule of Compensation is covered and an Accident causes the death of the Insured Person within twelve months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under Items b) to f)

- f) Any claims consequent on war, invasion or civil war except whilst the Insured Person is travelling outside the United Kingdom.
- g) Any claims in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- h) Any claims occasioned by or occurring while the Insured Person is in a state of insanity temporary or otherwise.
- i) Any claims arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the Insured Person, including anxiety and/or depression.
- j) Any claims arising out of or consequent upon or contributed to by radioactive contamination.
- k) Any claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which an Insured Person suffered, and was known to suffer, prior to the inception of this Certificate. Additional Exclusions applicable where this Insurance includes compensation for Illness.
- l) Any claims consequent upon the Insured Person's pregnancy or childbirth.
- m) Any claims arising directly or indirectly arising out of, consequent upon or contributed to by venereal disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or A.I.D.S. Related Complex (ARC), howsoever this syndrome has been acquired or may be named.

Conditions

- a) If the Insured Person shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Certificate without first notifying the Underwriters and obtaining their written agreement to the amendment of this Certificate (subject to the payment of such reasonable additional premium as the Underwriters may require as the consideration for such agreement), then no claim shall be payable in respect of any Accident or Illness arising out of or in the course of such occupation.
- b) Notice must be sent to the Claims Administrators as soon as practicable of any Accident or Illness to the Insured Person. In no case will the Underwriters be liable to pay compensation to the Insured Person or to his representatives unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the Insured Person.
- c) Any fraud, concealment or deliberate mis-statement by an Insured Person in relation to any matter affecting this Insurance shall render this Insurance null and void in so far as it relates to such Insured Person, but any fraud, concealment or deliberate mis-statement made by or known to the Insured (if any) shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
- d) In the event of an Accident involving more than one Insured Person and where the claim exceeds the Accumulation Limit shown in the Schedule, the compensation payable in respect of each Insured Person shall be proportionately reduced until the total does not exceed that limit.
- e) This Certificate is issued on the condition that the Insured Person has no other Accident or Illness Insurance except as specifically declared to the Underwriters at inception or agreed by them during the Period of Insurance.

Applicable to the Certificate as a Whole

General Conditions

- a) Observance. The due observance and fulfilment of the terms, exceptions, conditions and endorsements of this Certificate insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be considered precedent to the liability of Underwriters to make any payment under this Certificate.
- b) Duties of the Insured.
 - 1) The Insured shall take all reasonable care:
 - i) To prevent any event which may give rise to a claim under this Certificate.
 - ii) To maintain the Premises, machinery and equipment and everything in the Business in efficient and safe working condition.
 - iii) In the selection and supervision of employees.
 - iv) To comply with all statutory and other obligations and regulations imposed by any authority.
 - 2) The Insured shall make good any defect or danger which becomes apparent and take additional precautions as circumstances require.
- c) Alteration in Risk.
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) Alarm & Protection Clause. It is a condition precedent to Underwriters' liability for loss of or damage to property caused by theft or attempted theft that:-
 - 1) In respect of any Alarm System installed at the Premises.
 - i) A maintenance contract is maintained in force during the currency of this insurance with the installing company or other such company approved by Underwriters.
 - ii) The Premises are not left unattended unless.
 - 1. The Alarm System is tested and set in its entirety and, where the equipment permits, any central station to which the Alarm System is connected has acknowledged the setting signal.
 - 2. As far as the Insured or his representative is aware, the Alarm System is in full and efficient working order.
 - 3. The agreement of Underwriters is obtained in writing before replacing, extending or otherwise altering the Alarm System.
 - iii) Underwriters are notified immediately and in writing if,

1. The Insured receives written notification from a Police Authority that they may be withdrawing response to alarm calls or
 2. The Insured is required to abate a nuisance under Code of Practice on Noise from Audible Intruder Alarms 1983 or by Force Policy issued by the Chief Constable.
- 2) whenever the Premises are left unattended
- i) All locks and other protective devices are in full operation.
 - ii) All keys (including those relating to any part of the Alarm System) are
 1. Removed from the Premises or
 2. Placed within a locked safe or strongroom, the keys to which are themselves removed from the Premises.

Definition

Alarm System - shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises.

One Contract

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

Premium Adjustment

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

Fire Appliance Maintenance Clause

It is a condition precedent to Underwriters' liability for loss of or damage to property caused by FIRE that: all fire extinguishing appliances will be kept in working order during the currency of this insurance and will be serviced at least annually by a qualified engineer.

Subject to the observance of the above undertaking this insurance shall not be invalidated by any defect in any of the said appliances due to circumstances unknown to or beyond the control of the Insured.

Daily Waste Warranty

It is warranted that trade waste and other refuse be swept up daily and placed in bags or bins outside the Building.

Fraud

If a claim is in any respect fraudulent means or devices be used by You or anyone appointed to act on Your behalf to obtain any benefit 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.

Claims

- a) The Insured shall in the event of any occurrence likely to give rise to a claim under this Certificate report it immediately to Underwriters and provide in writing full details as soon as possible and
 - 1) In the event of loss or damage by malicious persons or theft, notify the police immediately and render all reasonable assistance in causing the discovery of the guilty person(s) and tracing and recovering the stolen property.
 - 2) Take immediate action to minimise loss and avoid interruption or interference with the Business and to prevent further bodily injury or damage.
 - 3) Give all evidence, information and assistance as Underwriters may require, together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected with the claim.
 - 4) Forward to Underwriters immediately upon receipt, every letter, claim, writ, summons or legal process.
 - 5) Notify Underwriters immediately when the Insured has knowledge of any impending prosecution, coroner's inquest or fatal accident inquiry.
- b) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of Underwriters who shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any event insured by this Certificate and the Insured shall give all information and assistance in respect of such action.
- c) On the happening of any damage to property insured, Underwriters shall be entitled to enter any buildings where damage has occurred and to take and keep possession of the property and to deal with the salvage in a reasonable manner and this Condition shall be proof of leave and licence for such purpose. No property may be abandoned to Underwriters.

Contribution

If at the time of any loss, destruction or damage which forms the subject of indemnity under this Certificate there shall be any other insurance covering the such loss, destruction or damage or any part thereof Underwriters shall not be liable for more than a rateable proportion thereof.

Cancellation

Underwriters may at any time cancel this Certificate by sending seven days' notice of termination by Recorded Delivery letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of the proportionate part of the premium in respect of the unexpired period of insurance. If the Insured gives such notice the insured shall be entitled to only a return premium in accordance with Underwriters usual short period rate scale provided that no claim has been made in the current Period of Insurance.

Alteration of Risk

The Insured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk.

Misrepresentation, Mis-Description or Non-Disclosure

This policy shall be avoidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.

However, We agree not to avoid 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.

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.

Asbestos Endorsement (Applicable to all sections other than Section I (Liabilities))

- 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 Insured 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.
 - 4) 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.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Water Table Clause

This Policy does not cover destruction or damage attributable solely to change in the water table level.

Northern Ireland Overriding Exclusion

Notwithstanding anything in this Policy or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Policy does

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.

General Exclusions

Underwriters shall not indemnify the Insured for:-

- a) (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by:
 - i) Ionising radiations or contamination by radioactivity from any radioactive 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.
 - iii) The use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
 - iv) 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.
 - v) The emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) an chemically synthesised toxin(s) including genetically modified organisms and chemically synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)
- b) Any consequence of war, invasion act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- c) Loss or destruction of or damage to any property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- d) Loss, destruction or Damage caused by or arising from any kind of seepage or any kind of pollution and/or contamination.
- e) Loss, destruction, or 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.
- f) 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;

not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- a) Civil commotion
- b) Any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association. Note - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.
"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the Underwriters allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon the Insured. This overriding exclusion applies to this Policy and to any extensions thereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

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 Underwriters 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 Insured.

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

UK Millennium Endorsement Commercial Named Perils

This Insurance does not cover 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 Insured or not, and whether occurring before, during or after the year 2000,

- a) Correctly to 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:

- 1) Any ensuing physical loss or damage to property insured;
 - i) Resulting from a peril insured under this Insurance and
 - ii) Which is not otherwise excluded; or
- 2) Any consequential loss, as covered under this Insurance, which may arise from such ensuing physical loss or damage.

Provided that nothing in this endorsement 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 Insured or not.

Electronic Data Endorsement B

- a) **Electronic Data Exclusion**
Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-
 - i) 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 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".

- ii) 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

- b) **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 Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Data Protection Act 1998

It is understood by the Insured that any information provided to the Underwriters regarding the Insured 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.

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.

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.

Law of Contract

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

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

Such 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

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.

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

- 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.

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) 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.

(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) 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.

- 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.