

Property & Liability
Policy Wording

Chapman & Stacey
insurance schemes



AmTrust Europe
An AmTrust Financial Company

Property Wording

This is your insurance policy. It is a contract of insurance between you and us, and is made up of this policy booklet, your schedule and any endorsement applying to your insurance policy. It is based on the information and statements you have provided on your proposal forms. You should keep it in a safe place.

The insurance relates ONLY to those sections of the policy which are shown in the schedule as being included.

Each address included under this insurance is considered to be covered as if separately insured.

It is important that you read your policy booklet together with your schedule very carefully. Please read the whole document. It is arranged in different sections. It is important that:-

you are clear which sections you have requested and want to be included;
you understand what each section covers and does not cover;
you understand your own duties under each section and under the insurance as a whole.

If any details are incorrect or if it does not provide the cover you need you should return the schedule to immediately.

In return for payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage you sustain happening during the period shown in the schedule.

Failure to pay your premium within the timescales advised to you by your broker may render your policy invalid from its inception.

Your Cancellation Rights

You will for a period of 14 days from the date you receive your insurance policy, have the right to cancel this policy and receive a full refund of any premium you have paid to us, although we reserve the right on refunding any premium paid to us if you have made a claim under this policy. To exercise your right to cancel, contact your broker who arranged this cover for you. Please be aware that your broker may charge a fee for work completed on your behalf.

Cancellation Clause

1. We can cancel this insurance by giving you 14 day's notice in writing. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim. We reserve the right on refunding any premium paid to us if you have made a claim under this policy.

Choosing the Right Levels of Cover

Adequate insurance for your circumstances

How much to insure for

It is your responsibility to make sure that the amount you insure under your policy represents the full value of the property concerned. You will find these amounts ("sum insured") for which you are insured in your schedule.

For buildings, this means the full cost of rebuilding your **premises** including fixtures and fittings, any outbuildings and external structures like walls and fences, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and meeting the requirements of local authorities. Please note that the cost of rebuilding your **premises** may be different from the market value of your **premises**.

For contents this means the full cost of replacing all your belongings within the **premises** at current prices (apart from clothing and household linen, where we may make a deduction for wear and tear and loss in value). Any valuables worth over £1500 must be specified on the schedule.

For personal effects this means the full cost of replacing as new items that you could easily carry about on your person or be conveyed by hand, including jewellery, watches, mobile phones, laptop computers, handbags, clothing and other personal effects.

Laptop computers and any personal effects worth over £1500, which are temporarily removed from the **premises** must be specified on the schedule. It's important that you insure for the full amount as these "sums insured" represent the maximum that we will pay in the event of a claim.

If you have any doubt on the adequacy of the amount you are insured for under this policy you should immediately consult with your broker who will assist you in ascertaining adequate amounts for the property concerned.

Definitions and Interpretation Applying to the Whole Policy

Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help **you** identify these words in the policy **we** have printed them in bold throughout.

Average

If, at the time of the **damage**, the sum insured is less than the full reinstatement value of the property insured, the amount **we** will pay will be reduced in proportion to the amount of underinsurance.

Buildings

The **buildings** of the **premises** shown in the schedule including:

- a) Any outbuildings used in connection with the **Business** or for domestic purposes.
- b) Landlord's fixtures, fittings and decorations.
- c) Walls, gates and fences.
- d) Drains, sewers, piping, ducting, cables, wires, and associated control gear and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.
- e) Yards, car parks, roads, pavements, forecourts, all constructed of solid materials, but only to extent of **your** responsibility.

Contents

The **contents** within the **premises** shown in the schedule. This includes tenant's fixtures and fittings (your fixtures and fittings if you do not own the building or you are not responsible for insuring the building) at your premises all belonging to you or for which you are legally responsible,

Including;

- contents in outbuildings and garages; but not exceeding any amount over £3000 or 3% of the sum insured for contents (whichever is the greater) in total with a maximum limit any one article of £1000 unless agreed otherwise by us and specified on the schedule.
- office equipment, but not exceeding £5000 in total with a maximum limit any one item of £1000.
- machinery but not exceeding the amount specified on the schedule with a maximum limit any one item of £1,000 unless agreed otherwise by us and specified on the schedule.
- personal effects (excluding money) of persons visiting you with your consent up to £250 per person, provided that such effects are not otherwise insured by the visitor, but within the boundaries of your **premises**; up to £2500 in total with a maximum limit any one article of £500 (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to your **premises**) radio and television aerials, satellite dishes and their fittings and masts which are attached to your **premises**.
- valuables but not exceeding £1500 in respect of any one item/ set or collection unless specified otherwise on the schedule.
- jewellery up to 33.3% of the contents sum insured as shown on the schedule but not exceeding £1500 any one item/set or collection unless agreed otherwise and specified on the schedule.
- stock within the premises but not exceeding the amount specified on the schedule

BUT EXCLUDING

- motorised vehicles including motorcycles, other than:
 - motorised domestic gardening equipment, golf carts, models and toys;
 - vehicles designed to assist disabled persons which are not registered for road use;
 - motorcycles with an engine capacity less than 51cc and quad bikes, not registered for road use and used solely within the boundaries of the land belonging to the **premises**;
 - caravans, trailers and non-motorised horse boxes;

- aircraft or anything for manned flight;
- watercraft other than non-motorised dinghies, canoes, kayaks, surfboards, windsurfers;
- or accessories or parts for, and whilst in or on any of the above listed “bullet points”;
- any animal or living creature;
- any part of the buildings;
- property insured by any other section of this policy or otherwise more specifically insured.

Business

The **Business** shown in the schedule including:

- a) The provision and management of canteen, social, sports and welfare organisations for the benefit of **your** employees and first aid, fire and ambulance services.
- b) Maintenance of property and **premises** owned or occupied by **you**.

Damage

Loss, destruction or physical **damage** occurring within the **period of insurance**.

Electronic Data

Information of any kind stored in, processed by or retrievable by a DATA PROCESSING SYSTEM whether belonging to **you** or not.

Interpretation

A reference to a statute or a statutory regulation or order includes any revision or modification

In Transit

Shall mean in transit per the Insured's vehicles and or trailers and/or containers (including all such conveyances in the Insured's care custody or control) and/or Road Hauliers and/or Post and/or Parcel Post and/or Rail and other methods of despatch between any address(es) in Great Britain Northern Ireland the Isle of Man the Channel Islands or the Republic of Ireland including any loading and unloading and packing and unpacking and whilst in the normal course of transit the goods and/or merchandise are temporarily housed on or off the vehicles and/or trailers or in containers that are on or off the vehicles and/or trailers for up to 72 hours

Indemnity Period

The period beginning with the occurrence of the **damage** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **business** shall be affected in consequence thereof

Maximum Indemnity Period

The number of months stated in the Schedule

Money

Coin bank and currency notes postal and money orders bankers' drafts cheques giro cheques crossed warrants bills of exchange securities for **money** postage revenue national insurance and holiday with pay stamps stamped national insurance and holiday with pay cards national savings stamps or certificates war bonds premium savings bonds franking machine impressions other than unused units in postage stamp franking machines credit company sales vouchers luncheon vouchers trading stamps and VAT invoices phone cards the property of the Insured or for which the Insured is responsible in the course of the Business

Non Negotiable Documents

Crossed cheques crossed Giro cheques crossed postal or money orders crossed bankers' drafts and unused units in postage stamp franking machines the property of the Insured or for which the Insured is responsible in the course of the **business**

Parent or Subsidiary

Any company which is for the time being (directly or indirectly) **your** parent company, **your** subsidiary company or a subsidiary company of a parent company where the shareholding of a parent in a subsidiary exceeds 50%.

Period of Insurance

The period of insurance as specified in the schedule.

Pollution or Contamination

Pollution or Contamination of any kind of **buildings**, contents, **stock**, land, water or air however arising

Premises

The **buildings** and the land within the boundaries belonging to them.

Employee

Any of the following people working for **you** in connection with **your business**:

- a) Anyone who has entered into or works under a contract of service or apprenticeship with **you**
- b) Any labour only subcontractor or anyone employed by them.
- c) Any self-employed person.
- d) Anyone who is engaged under a Work Experience Scheme or similar scheme
- e) Anyone who is hired or borrowed by **you**.

Excess

Where an **excess** is shown in the schedule, any section of this policy, or any endorsement attached to the policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property, after all other terms and conditions have been applied.

Turnover

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

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.

Territorial Limits

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

We, Us or Our

Amtrust Europe Ltd

You or Your

The person, people or the company or other organisation shown in the schedule as the insured.

Conditions applying to the whole policy

General conditions

In the following conditions the word **you** also includes any other person insured under the policy.

1. The policy, insurance agreement, schedule and any endorsements should read as if they are one document.
2. **You** will take all reasonable steps to protect the property, prevent accidents, and comply with laws, bye laws or regulations, and take reasonable care in the selection and supervision of employees.
3. **You** must tell **us** of any change of circumstances, after the start of the insurance, which increases the risk of injury or **damage**. **You** will not be insured under the policy until **we** have agreed in writing to accept the agreed risk.
4. If **you**, or anyone acting for **you**, make a claim under this policy knowing the claim to be false, **we** will not pay the claim, and all cover under the policy stops.
5. If **you** decide **you** do not want to accept the policy, or any subsequent renewal of it, please tell **us** (or **your** insurance intermediary) within 14 days of receiving the policy, or renewal notice. **We** may, at **our** discretion, charge **you** for the time **you** have been on cover, including insurance premium tax.
6. **We** have the right to cancel this policy, or any section, or part of it, by giving 14 days' notice in writing, by registered letter to **your** last known address.
7. **We** have the right to void this policy in the event of misrepresentation, misdescription or non-disclosure in any material fact by **you**, or anyone acting for **you**
8. If **we** admit liability for a claim, but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. **You** and **we** will appoint the arbitrator jointly in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision. This clause shall not however affect any right **you** have as a consumer not to agree to arbitration. In such cases any dispute shall ultimately be resolved by the courts.
9. If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided that they keep to the terms of the policy.
10. If the policy is subject to a warranty, any breach of that warranty shall be bar to any claim. Any breach which occurred before the **Period of Insurance** during which the claim occurred, will not be regarded as bar to a claim occurring in that **Period of Insurance**.
11. **You** must tell **us** immediately if any building or part of any building becomes unoccupied and pay an additional premium if required. **We** shall have the right to change the terms and conditions of the policy and **you** must action any risk improvement measures that **we** may require.
12. Any action taken as a result of a claim being made under this Policy must be the subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to the address of the Insured as shown in the Schedule. If there is any dispute as to which law applies it shall be English Law.
13. **We** will not pay for any Business interruption losses resulting from Customers or Suppliers Extensions or Denial of Access due to **terrorism**. **We** will also not pay for **damage**, cost or expense directly or indirectly arising from interruption of any Public Utility (e.g. electricity, gas, water, communications) due to **terrorism**.

Claims Conditions

1. Upon learning of any circumstances likely to give rise to a claim **you** must:
 - a) Tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require
 - b) As soon as is reasonably possible, tell the Police if the **damage** is due to any actual or suspected criminal act
 - c) Immediately send to **us** any intimation of a claim from a third party, writ, summons or other legal proceedings issued against **you**
 - d) Supply at **your** own expense, full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - i) 7 days for **damage** by riot, civil, labour or political disturbances or vandals or malicious people.
 - ii) 30 days after the expiry of the indemnity period under Section G Business Interruption
 - iii) 30 days after any other **damage**, interruption or bodily injury.
 - e) Take action to minimise
 - i) The **damage**;
 - ii) And to prevent further injury or **damage**; or
 - iii) To avoid interruption with the **business**.
2. **We** shall have the right to settle a claim by:
 - a) The payment of money
 - b) Reinstatement or replacement of the property lost or Damaged
 - c) Repair of the property lost or Damaged.If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.
We shall not spend on any item more than its sum insured.
3. **We** have the right to the salvage of any insured property.
4. **You** must not admit, deny, negotiate or settle any claim without **our** written consent.
5. If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy, **we** will be liable only for **our** proportionate share. If any other such policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears, to the value of the property insured.
6. **We** are entitled to:
 - a) Take the benefit of **your** rights against another person before or after **we** have paid a claim.
 - b) Take over the defence, or settlement of a claim against **you** by another person.
7. **We** have the right to enter the building where the **damage** has happened, and to take and keep any of the property insured, and to deal with salvage in a reasonable manner.

General Exclusions - applicable to all insurances

The policy does not cover:

1. Any event arising from war, warlike operations, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or usurped power or nationalisation, confiscation, requisition, seizure or destruction, by the government or public or local authority.
2. a) **Damage, loss or expense or cost** to any property directly or indirectly caused by, resulting from or in connection with any act of **terrorism**, regardless of any cause or event contributing concurrently or in any other sequence to the loss.

This policy 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**.

- b) any property in Northern Ireland or loss resulting from such **damage** arising from:
 - i) riot, civil commotion and strikers, locked out workers or persons taking part in labour disturbances
 - ii) **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 Assured.

- 3. **Damage** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 4. Any expense, consequential loss, legal liability, or **damage** to any property directly or indirectly arising from:
 - a) Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly, or nuclear component.
 - c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5. **Damage** to any electrical plant or appliance caused by its own:
 - a) Over-running
 - b) Short-circuiting
 - c) Excessive pressure
 - d) Self-heating

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.

- 6. Data exclusion
Loss, **damage**, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to COMPUTER VIRUS) and loss of use, Business interruption, reduction in functionality or productivity, cost, or expense of whatsoever nature resulting there from, 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 unauthorised 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 'Zombies'.

Nevertheless:

(a) in the event that Peril **A or B** listed in the Material Loss or **Damage** Section of this Insurance (**Fire or Explosion**) results from any of the matters described in this exclusion, then this Insurance, subject to all its terms, will cover physical loss or **damage** to Property Insured directly caused by such a Peril.

(b) if computer systems records are Property Insured and are the subject of direct physical loss or **damage** by a Peril covered by the Material Loss or **Damage** Section of this Insurance, then this Insurance, subject to all its terms, will cover physical loss or **damage** to such computer systems records directly caused by such a Peril.

- 7. Pollution and Contamination Exclusion

Loss, **damage**, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever

Nevertheless:

- (a) if fire is not excluded from this Insurance and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or **damage** otherwise insured under this Insurance arising directly from that fire shall (subject to all other terms of this Insurance) be covered
- (b) if Property Insured is the subject of direct physical loss or **damage** for which Underwriters have paid or agreed to pay then this Insurance (subject to all other terms of this Insurance) insures against direct physical loss or **damage** to the Property Insured hereunder caused by seepage and/or pollution and/or contamination resulting from the original physical loss or **damage**
PROVIDED that neither paragraph (a) or (b) above shall include the costs of decontamination or removal of water, soil or any other contaminated substance.
It is a condition precedent to Underwriters' liability under paragraph (b) above that the Assured shall give written notice to the Underwriters of intent to claim loss or **damage** under paragraph (b) **NO LATER THAN 12 MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE**

General Exclusions

The policy does not cover:

1. **damage**
2. consequential loss, additional expenditure or extra expenses
3. legal liability
4. other fees, costs, disbursements awards or other expenses

arising from:

1. the way in which any **data processing system** responds to, or deals with, or fails to deal with, any true calendar date or dates.
2. any data not denoting a calendar date or dates as if such data denoted a calendar date or dates whether such **data processing system** is **your** property or not and whether operating before, during or after the year 2000

but in respect of all insurances other than Public Liability or Products Liability this shall not exclude subsequent loss destruction or **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this Policy.

Definitions for the purpose of this Exclusion, the following special meanings shall apply:

Data processing system means any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined Perils means fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling there from or animal.

Subject otherwise to the terms, conditions and limitations of the policy.

Endorsements applicable to all sections

Minimum Security Requirement

Damage caused by theft or attempted theft is not insured unless the physical security of the **premises** are installed in accordance with the specification below and that all security devices are put into full and effective operation whenever the **premises** are closed for **Business** or unattended

Specification

Doors - All external doors and internal doors leading to other portions of the **premises** not occupied by **you** must be fitted and secured with one of the following;

- A 5 lever mortice deadlock conforming to BS3621
- For UPVC or aluminium framed doors an integral cylinder operated swing bolt deadlock
- A close shackle padlock and locking bar
- For double doors key operated locks or bolts must be fitted top and bottom of the first leaf in addition to a lock as described above.
- Roller shutters, Sliding or folding doors either;
 - i) a 5 lever close shackle padlock secured to an eyebolt set in the floor,
 - ii) **a 5 lever close shackle and locking bar.**
 - iii) a hook mortice bolt
 - iv) for a manually operated roller shutter the chain to be secured by an open shackle padlock in its keep,
 - v) for electrically operated doors the power supply to them is to be isolated by a key operated cut-out switch
 - vi) two cylinder operated roller shutter lock bolts, one fitted to each side

Windows - All external basement, ground floor and other accessible windows which were originally designed to open should be fitted with key operated window locks OR grilles or bars (not more than 12.5 cm apart) securely fitted to the brickwork or masonry surrounding the window.

Fire Exits - Any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times), any additional devices must be approved by the local Fire Prevention Officer.

All keys are to be removed from the **premises** whenever they are closed for **Business** or left unattended. Where **you** or one of **your** employees resides at the **premises**, the keys must be removed from the **Business** part of the **premises**.

These are **our** minimum security requirements. Should additional protections be required, these will be advised to **you** in writing.

Section A - Buildings

Property Insured

For the purposes of this section **buildings** includes commercial, residential accommodation, walls, gates and fences around the **buildings** and belonging to them.

The Cover

	What is insured	What is not insured
Buildings	<p>The buildings are insured against damage caused by the events in paragraphs A-K.</p> <p>A Fire, lightning, explosion or earthquake.</p>	<p>Damage (except for fire damage) caused by the explosion of any steam pressure apparatus which:</p> <ul style="list-style-type: none"> • you own or control • is not for domestic use.
	<p>B Riot or civil, labour or political disturbances or vandals or malicious people.</p>	<p>Damage caused:</p> <ul style="list-style-type: none"> • by theft or attempted theft • through confiscation, destruction or requisition by order of the Government or any other Public Authority. <p>Damage resulting from stoppage of work.</p>
	<p>C Storm or flood.</p>	<p>Damage:</p> <ul style="list-style-type: none"> • caused by frost, subsidence, ground heave or landslip • to gates and fences • due to a change in the water table level.
	<p>D Escape of water from fixed water apparatus.</p> <p>We will also pay for damage to any fixed water apparatus caused by freezing or forcible or violent bursting.</p>	<p>Damage:</p> <ul style="list-style-type: none"> • caused by water discharged or leaking from any automatic sprinkler installation. • To any building which is empty or unoccupied for more than 30 consecutive days.
	<p>E Impact by aircraft or other aerial devices, any vehicles or articles falling from them or by animals.</p>	
	<p>F Falling aerials, aerial fittings or masts.</p>	<p>Damage</p> <ul style="list-style-type: none"> • arising from the erection, dismantling, repair or maintenance of such apparatus.

	What is insured	What is not insured
	G Leakage of the fuel oil used solely for domestic purposes in connection with the buildings .	
	H Theft or attempted theft.	Damage: <ul style="list-style-type: none"> caused by theft or attempted theft not involving entry to or exit from the buildings by forcible and violent means.
	J Accidental escape of water from an Automatic Sprinkler Installation	Damage <ul style="list-style-type: none"> To any building which is empty or unoccupied for more than 30 consecutive days. Caused by explosion, earthquake or fire.
	K Subsidence, ground heave or landslip	Damage <ul style="list-style-type: none"> Caused by the settlement or movement of made up ground or by coastal or riverbank erosion Occurring while the buildings or any part thereof is in the course of erection, structural alteration or repair or demolition Caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer Damage caused prior to inception of the Policy

	What is insured	What is not insured
Glass	<p>Accidental breakage of fixed glass for which you are responsible in the Premises.</p> <p>The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.</p> <p>We will also pay for:</p> <ul style="list-style-type: none"> • the cost of boarding up until the broken glass is replaced • damage to frames and framework of any description and the cost of removing or replacing any trade contents which may have to be removed to replace the glass. 	<p>Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.</p> <p>Breakage of cracked or scratched glass.</p> <p>Damage resulting from repairs or alterations to the premises.</p>
Sanitary ware	<p>Accidental breakage of fixed sanitary ware at the premises for which you are responsible.</p>	<p>Damage resulting from repairs or alterations to the premises.</p>
Rent	<p>If the buildings are made uninhabitable by damage from any cause insured by this section, we will pay for loss of rent, until the buildings is repaired or reinstated.</p> <p>The most we will pay is 15% of the sum insured on buildings unless included elsewhere within the Schedule.</p> <p>The reinstatement must be done without delay.</p>	
Alternative Accommodation	<p>If the buildings are made uninhabitable by Damage from any cause insured by this section, we will pay the cost of reasonable alternative accommodation during the period needed to restore the buildings</p> <p>The most we will pay is 20% of the sum insured on buildings</p>	

Settling claims **We** will pay the full cost of repair or reinstatement of the **Damaged** part of the **buildings** provided that the work is done without delay or at **our** option **we** will arrange for the work to be carried out. However, **we** will take off an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **buildings** when new.

Trace and access In the event of **damage** by an event in paragraph D or G **we** will also pay for

- Costs and expenses incurred in locating the source of the **damage**
- Costs and expenses incurred in repairing any **damage** caused in locating the source of the **damage**
- The most **we** will pay is £15,000

Average The sum insured under each building is separately subject to **average**.

Additional Costs	<p>We will pay the necessary and reasonable costs that you incur in repairing or reinstating the buildings following damage insured under this section, namely:</p> <ul style="list-style-type: none"> • Fees to architects, surveyors, consulting engineers and others. • The cost of clearing the site and making it and the premises safe • The cost of complying with any government or local authority requirement following damage unless you were given notice of the requirement before the damage. <p>We will not pay:</p> <ol style="list-style-type: none"> 1. Fees for preparing a claim under this section 2. For the cost of undamaged parts of the buildings (except the foundations of the Damaged parts) 3. The cost of work stipulated in any notice already served upon you 4. For costs or expenses incurred in removing debris other than from the premises and the area immediately adjacent 5. For costs or expenses arising from Pollution or Contamination of property not insured by this policy.
Limits	The most we will pay for damage to the buildings , including additional costs, is the sum insured under section A.
Automatic reinstatement of the sum insured	<p>We will automatically reinstate the sum insured upon notification of a claim to us unless we give you written notice to the contrary.</p> <p>Provided that you:</p> <ol style="list-style-type: none"> 1. Pay the appropriate additional premium 2. Take immediate steps to carry out any amendments in the protection of the premises that we may require <p>The most we will reinstate in any one Period of Insurance is the sum insured.</p>
Selling your buildings	If you are selling your buildings we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.
Capital Additions	<p>The insurance we provide in this section includes:</p> <ul style="list-style-type: none"> • Any newly acquired buildings in the United Kingdom that are not otherwise insured • Alterations, additions and improvements to buildings, but not for any increase in their value during the current period of insurance at any of the premises insured under the policy. <p>Provided that:</p> <ul style="list-style-type: none"> • The most we will pay at any one situation is 10% of the total sum insured under section A or £500,000 whichever is the lesser • You must tell us as soon as possible of any extension to cover as detailed above and take out insurance cover from the date that our liability commenced.
Tenants	<p>Your rights under this policy will not be prejudiced by anything, which your tenant, occupying or using the premises, does, or fails to do if it was unknown to you or beyond your control.</p> <p>Provided that you tell us as soon as you know and pay any additional premium required.</p>
Excess	The excess applicable under this section is shown in the schedule attached to the policy.

Extension Number 1 - Section A

Accidental Damage

What is Insured		What is not Insured
<p>Accidental damage to:</p> <p>underground cables, pipes or tanks servicing the buildings for which you are responsible</p>		<p>Damage to:</p> <p>a) Property in transit</p> <p>b) Property or structures in course of construction or erection and materials or supplies in connection with all such property</p> <p>c) Gates or fences.</p> <p>d) Any consequential damage</p>
<p>Sanitary ware</p>	<p>Accidental breakage of fixed sanitary ware at the premises for which you are responsible.</p>	<p>Damage:</p> <ul style="list-style-type: none"> Resulting from repairs or alterations to the premises.

Extension Number 2 - Section A

All Risks

What is Insured	What is not Insured
<p>Accidental damage to:</p> <p>property whilst situate anywhere in the territorial limits as defined</p>	<p>Damage to:</p> <ul style="list-style-type: none">a) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating causeb) alterations maintenance repairs or any process of cleaning or restoringc) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating caused) alterations maintenance repairs or any process of cleaning or restoringe) delay confiscation or detention by order of any Government of Public Authorityf) counterfeit substitute or foreign coinsg) mechanical or electrical breakdown or derangement <p>2) breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property</p> <p>3) the contents of machines unless such contents are shown in the Schedule</p> <p>4) depreciation contamination consequential loss or consequential damage of any kind or description</p> <p>5) depreciation contamination consequential loss or consequential damage of any kind or description</p> <p>6) Damage consequent upon any person obtaining any property by deception</p> <p>7) Theft from unattended Vehicles</p>

Provided that the liability of the Underwriters during any one **period of insurance** shall not exceed the sum insured shown in the Schedule in respect of Extension 2

Section B - Contents

This part of the policy sets out the cover we provide for the contents of your **premises** if this section is shown on your schedule.

What is covered	What is not covered (see also General Exclusions)
loss or damage to your contents resulting from:	We will not pay:
1. fire, lightning, explosion or earthquake	a) the standard excess in the schedule
2. storm, flood or weight of snow	a) the standard excess in the schedule b) for any property in the open
3. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously (including malicious acts and vandalism)	a) the standard excess in the schedule b) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) c) for loss or damage caused by your tenant, guest or visitor
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes (including but not limited to washing machines, dishwashers)	a) the standard excess in the schedule b) for loss or damage caused by subsidence, heave or landslip c) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us)
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the standard excess in the schedule b) more than £1000 for domestic oil in fixed fuel oil tanks.
6. collision or impact involving any vehicle, train, aircraft or other aerial device or items dropped or falling from them, animal, falling trees, lamp post, telegraph pole, aerial or satellite dish	a) the standard excess in the schedule b) loss or damage caused by domestic pets owned by you c) for loss or damage arising from the cutting down or cutting back or felling of trees or branches d) the cost of removing fallen trees unless the buildings are damaged when the tree fell e) for loss or damage to gates or fences
7. theft or attempted theft	a) the standard excess in the schedule b) for loss or damage whilst the premises is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry and/or exit c) for loss or damage caused by you, your domestic employees, boarders, lodgers, paying guests or tenant d) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) e) for loss or damage by deception unless the only deception practised is to gain entry to your premises f) theft of property valued at over £2,500 with an outbuilding or garage
8. subsidence or heave of the site upon which the buildings stand or landslip	a) the subsidence excess in the schedule b) for loss or damage to domestic fixed fuel-oil tanks, solid floors, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the walls of the private dwelling is also affected at the same time by the same event c) for loss or damage arising from faulty

	<p>design, specification, workmanship or materials</p> <p>d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</p> <p>e) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</p> <p>f) for loss or damage caused solely by normal settlement or bedding down of new structures, or the settlement or movement of made up ground or caused by coastal erosion</p>
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Extra Covers

In addition to covering damage to your contents, at your premises arising from causes 1 to 8 we also provide the following covers.

What is covered This section of the insurance also covers:	What is not covered (see also General Exclusions) We will not pay:
A) ACCIDENTAL DAMAGE to: televisions and satellite decoders audio and video equipment and the like radios computers and games and/or multimedia consoles all situated within your premises which you own or for which you are legally responsible.	<p>a) the accidental damage excess in the schedule</p> <p>b) for damage or deterioration caused during any process of cleaning, repair, maintenance, renovation, dismantling, dyeing, heating or washing</p> <p>c) for damage to films, records, CD's, DVD's, cassettes, discs or computer software</p> <p>d) for mechanical or electrical faults or breakdown, faulty or defective design, workmanship or materials, or use not in accordance with the manufacturer's instructions</p> <p>e) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us)</p> <p>f) for loss or damage while the premises is lent, let or sublet unless the loss or damage follows a violent and forcible entry and/or exit</p> <p>g) for loss or damage caused by domestic pets owned by you</p>
B) HOUSEHOLD REMOVAL fire, lightning, explosion, earthquake, theft or attempted theft only while your contents are being moved to your new premises or to or from any bank, safe deposit or furniture store/depository	<p>a) the standard excess in the schedule</p> <p>b) for contents outside the territorial limits</p> <p>c) for money or credit cards</p> <p>d) any amount over 20% of the sum insured under section two for contents being removed from a furniture store/depository to your new premises</p>
C) METERED WATER increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two	<p>a) the standard excess in the schedule</p> <p>b) more than £1000 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £1000 in total</p>
D) GLASS & SANITARY FITTINGS accidental breakage of: fixed glass and double glazing, sanitary ware mirrors, glass tops and fixed glass in furniture ceramic hobs forming part of the buildings which you are legally responsible for as a tenant and do not	<p>a) the standard excess in the schedule</p> <p>b) for the cost of repairing, removing or replacing frames</p>

have other insurance for	
E) TEMPORARILY REMOVED, the contents, if these are not already insured, whilst they are temporarily removed from the premises against loss or damage directly caused by any of the events insured under numbers 1-8 in this section while the contents are: in any occupied private dwelling, in any buildings where you are living or working, in any building for valuation, cleaning or repair, in any furniture store/ depository, in any bank or safe deposit	a) the standard excess in the schedule b) for contents outside the territorial limits c) for money, credit cards or pedal cycles d) any amount over 20% of the sum insured under section two for contents in a furniture store/depository e) for loss or damage to property which has been removed for sale or exhibition purposes f) for damage or deterioration caused during any process of cleaning, repair, maintenance, renovation, dismantling, dyeing, heating or washing
F) LOSS OF KEYS, costs you have to pay for replacing locks to safes, alarms and outside doors in the premises following theft or loss of your keys	a) the standard excess in the schedule b) any amount over £500 in total
G) CHRISTMAS GIFTS, loss of or damage to Christmas Gifts by any cause insured by section two whilst in the premises during the month of December	a) the standard excess in the schedule b) any amount over 20% of the sum insured under section two for the contents c) for property excluded under the contents definition of this policy
H) LOSS OF RENT/ALTERNATIVE ACCOMODATION, for as long as the buildings are uninhabitable following loss or damage which is covered under section two we will pay: up to twelve months rent you have to pay as occupier necessary costs of comparable alternative accommodation which you have to pay for until the building is repaired or reinstated. The reinstatement must be done without delay.	a) any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed b) If you claim for such loss under sections one and two we will not pay more than 20% of whichever section (one or two) has the greater maximum sum insured in total
I) TENANTS ACCIDENTAL DAMAGE TO BUILDINGS, your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two	a) the accidental damage excess in the schedule b) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed c) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings d) for loss or damage arising from subsidence, heave or landslip e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour, disturbance, civil commotion or acting maliciously (including malicious acts and vandalism) f) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us)
J) MAINS SERVICES, the cost of repairing accidental damage to: domestic oil pipes, underground water-supply pipes, underground sewers, drains and septic tanks, underground gas pipes, underground cables, which you are legally responsible for as tenant only	a) the accidental damage excess in the schedule b) for damage due to wear and tear or any gradually operating cause c) more than £2500 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £2500 in total

<p>K) REINSTATEMENT OF DEEDS & DOCUMENTS, Loss or damage to your deeds, registered bonds and other personal documents by any cause insured by section two but only for the value of the materials as stationary together with the cost of clerical labour in re-writing them.</p>	<p>a) the standard excess in the schedule b) any amount greater than £2500 in total</p>
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Optional Cover Accidental Damage to the Contents Extension 1

The following extension to cover applies ONLY if the schedule shows that accidental damage to the contents is included.

<p>What is covered The extension covers:</p>	<p>What is not covered (see also General Exclusions) We will not pay:</p>
<p>accidental damage to the contents within the premises</p>	<p>a) the accidental damage excess in the schedule b) for damage or any proportion of damage which we specifically exclude elsewhere under section two c) for damage to contents within garages and outbuildings d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation, restoration, re-framing or whilst being worked upon e) for damage caused by chewing, tearing, scratching or fouling by animals f) any amount over £1500 in total for porcelain, china, glass and other brittle articles (unless otherwise notified to us) g) for money, credit cards, documents or stamps h) for damage to contact, corneal or micro corneal lenses i) for damage while the premises is lent, let or sub let j) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause k) for damage arising out of faulty design, specification, workmanship or materials l) for damage from mechanical or electrical faults or breakdown m) for damage caused by dryness, dampness, extremes of temperature and exposure to light n) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination o) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us).</p>

Material Damage Standard Clauses

Applicable to Section A

Subrogation Waiver	<p>In the even of a claim arising under this Policy, we agree to waive any rights, remedies or relief to which we may be entitled by subrogation against;</p> <ol style="list-style-type: none">1. Any company whose relationship to you is either a parent to subsidiary or subsidiary to parent2. Any company which is a subsidiary of a parent company of which you are a subsidiary <p>as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of the damage.</p>
Contract (Rights of Third Parties) Act	<p>The parties to this contract do not intend that any clause or term of this contract be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to this contract</p>
Public Authorities	<p>Subject to the following special conditions the insurance in respect of buildings and Contents extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations (hereinafter the Stipulations) of:</p> <ol style="list-style-type: none">a) European Community Legislation, orb) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority in respect of:<ol style="list-style-type: none">i) The lost destroyed or damaged property hereby insuredii) Undamaged portions thereof <p>Excluding:</p> <ol style="list-style-type: none">a) The cost incurred in complying with the Stipulations:<ol style="list-style-type: none">i) In respect of damage occurring prior to the granting of this extension.ii) In respect of damage not insured by the Policy.iii) Under which notice has been served upon the Insured prior to the happening of the damage.iv) For which there is an existing requirement which has to be implemented within a given periodv) In respect of property entirely undamagedb) The additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the stipulations not arisenc) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the stipulations.

Special conditions

- i) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **damage** or within such further time as **we** may allow (during the said twelve months) and may be carried out upon another site (if the **Stipulations** so necessitate) subject to **our** liability under this extension not being thereby increased.
- ii) If **our** liability under (any item of) the Policy, apart from this extension, shall be reduced by the application of any of the terms and conditions of the Policy then **our** liability under the extension (in respect of any such item) shall be reduced in like proportion.
- iii) The total amount recoverable under any item of the Policy in respect of this extension shall not exceed:
 - a) In respect of the lost destroyed or damaged property, its sum insured.
 - b) In respect of undamaged portions of property (other than foundations):
15% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where the **damage** has occurred been wholly destroyed
- iv) The total amount recoverable under any item of the Policy shall not exceed its sum insured
- v) All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

Material Damage Special Clauses

Applicable to Section A

(only applicable if shown on the Schedule)

- A For each Item of property insured to which this clause applies (as stated in the Schedule).
- Day One
(Non
Adjustable)**
- The first and annual premiums are based upon the **declared value** as stated in the schedule.
- Declared value** shall mean
Your assessment of the cost of reinstatement of the Property Insured and the additional cost of reinstatement to comply with
- a) European Union Legislation
 - b) Act of Parliament
 - c) Bye-Laws of any public authority
- The **declared value** incorporated in each Item is stated in the Schedule
- **You** must notify **us** of the **declared value** at the start of each **Period of Insurance**. If **you** fail to notify **us** **we** will use the last Declared Value notified to **us**.
 - **We** will not pay under this clause
 - a) until **you** have incurred the cost of replacing or repairing the property
 - b) if **you**, or someone acting on **your** behalf, have insured the property under another policy which does not have the same basis of reinstatement.
 - c) If **you** do not comply with any of the provisions of this clause
 - The maximum **we** will pay in respect of each separate location subject to this clause is stated in the Schedule.

- B First Loss (Average Clause)** When the sum insured is shown as FIRST LOSS in the Schedule - if at the time of **damage** the total value of the property is greater than the amount declared as the total value. **You** will bear a rateable share of the loss.
- C Collusion** We will indemnify **you** in respect of **damage** caused by theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means where any of **your** employees are involved as principal or accessory.
- D Obsolete Buildings Clause** The basis of settlement for the purpose of average shall be;
- a) The cost of purchasing a similar building to **your** building plus an allowance for site clearance costs,
- Or
- b) The cost of erecting a modern building providing comparable facilities to the Insured building plus an allowance for professional fees, site clearance costs and additional expenditure which might arise out of local authorities' requirements.

Warranties Applying to Sections A - Material Damage

If the letter set against them appears on the Schedule the following warranties will apply from the date of commencement of this Insurance and throughout the Period of Insurance

- a. **Waste Warranty**
It is warranted that all oily and/or greasy waste and used cleaning cloths which remain in the **buildings** overnight will be kept in metal receptacles with close fitting metal lids and removed from the **buildings** at least once a week
- b. **Daily Waste Warranty**
It is warranted that all combustible trade waste and refuse will be removed from the **buildings** every night
- c. **Weekly Waste Warranty**
It is warranted that all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the **buildings** at least once a week
- d. **Fire-Proof Doors Warranty**
It is warranted that all fireproof doors and shutters will be kept closed except during working hours and will be kept in efficient working order
- e. **Portable Heater Warranty**
It is warranted that there will be no use or storage on the **premises** of paraffin or portable electric or gas heaters or containers unless specifically agreed by the Underwriters prior to such use or storage
- f. **Premises Inspection Warranty**
It is warranted that a thorough examination of the **buildings** and smoking receptacles for smoking/smouldering matches, tobacco or other material will be carried out at the close of each day the **buildings** are in use for **business** purposes. Any materials found are to be placed in a metal container and removed from the **Premises**. Signed reports will be made daily by **you** or an **employee** detailed to make the examination and that such reports will be checked at least once a week by **you**.
- g1 **Frying and Cooking Equipment Warranty**
It is warranted that: -
 - a) All cooking equipment used for deep fat frying shall be fitted with a thermostat to prevent fat or oil exceeding 205 degrees centigrade and a high temperature non self-resetting limit control to shut off the heat source if fat or oil exceeds 230 degrees centigrade;
 - b) All frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and free from contact with combustible materials;
 - c) All extraction hoods, canopies, filters and grease traps will be cleaned at least every 2 weeks
 - d) All extraction ducts will be cleaned regularly and maintained and checked at least once

- every twelve months by a specialist contractor
- e) The record of such cleaning and servicing of the extraction ducts will be kept elsewhere other than at the **premises** and will be made available for inspection at any time
- f) Frying equipment will be installed, used and maintained in accordance with the manufacturer's instructions

- g) Multi purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires will be kept in close proximity to the working area of the range and maintained ready for use
- h) Frying ranges will not be left unattended whilst in use
- i) All naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day
- j) Where ducts pass through any combustible material, it should be cut away for a distance of at least 150mm from the duct and the space filled with non-combustible insulation.

g2 Frying and Cooking Equipment Warranty

It is warranted that: -

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

h. Unoccupancy Warranty

It is warranted that in respect of **buildings** or parts thereof which are or become unoccupied:

- a) **You** will notify **us** immediately **you** become aware
- b) That a Building is empty; and
- c) Of any **damage** to the unoccupied Building even if such **damage** is not insured
- d) The **buildings** will be kept secure against illegal entry and all protective and locking devices and any alarm protection will be kept in effective operation with letterboxes sealed to prevent accumulation of mail.
- e) The **buildings** will be inspected internally weekly and any **damage** repaired immediately;
- f) All services will be kept switched off at the mains (except electricity needed to maintain any fire or intruder alarm system).
- g) The water installation will be properly drained.
- h) All combustible contents, trade refuse and waste materials will be removed from the interior of the **buildings** and no accumulation of refuse and waste will be allowed in the adjoining yards or spaces owned by the insured.
- i) **You** will give **us** prior notice before commencing any renovation of the **buildings** and renovations will not be commenced without **our** prior agreement in writing.
- j) **You** will implement any additional protections **we** may require within the time scales specified.

j. Electrical Circuit Maintenance Warranty

It is warranted that a current and valid electrical certificate is issued for the **premises** and that electrical installation will be inspected and tested once every five years by a contractor approved by the National Inspection Council for Electrical Installation Contractors (NICEIC) and that defects found will be remedied forthwith in accordance with regulations of the Institute of Electrical Engineers.

k. Smoking Warranty

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

l. No Smoking Warranty

It is warranted that smoking will not be permitted on the **premises** at any time and signs to this effect will be prominently displayed.

m. Spray Painting Warranty

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

It is also warranted that:

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

n. Composite Panel Warranty

It is warranted that in respect of any **buildings** containing composite panels:

- a) Suitable fire extinguisher appliances will be supplied in all cooking areas.
- b) Ducting, conduit wiring and hot flues will be adequately protected within fire resistant sleeves where passing through composite panels.
- c) At least weekly inspections will be undertaken by **you** to check for **damage** to composite panels or panel joints. Any defects found will be rectified without delay or replaced by a panel with a non-combustible core within 7 days.
- d) No repairs will be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources.
- e) All heat sources will be kept at least 2 metres from any composite panelling unless such panelling has a non-combustible core.
- f) There will be no external storage of combustible **stock**, packaging, pallets, waste or waste skips or bins within 10 metres of **buildings**.
- g) Any work involving the application of heat will only be carried out by a qualified contractor and the Assured will ensure the contractor has adequate Public Liability Insurance in force and will confirm the same through sight of certificate of insurance and will ensure that the contractor complies with any warranties provided by such insurance relating to the application of heat. **you** shall not waive subrogation rights against such contractor. **you** also warrant that **you** will ensure that the contractor complies with the following warranties:
 - i. The area in which work is to be carried out will be adequately cleared and combustible materials will be removed to a distance not less than 6 metres from the area of proposed work.
 - ii. If work is to be carried out overhead then the area beneath will be similarly cleared and all combustible materials removed.
 - iii. Suitable fire extinguishers with a capacity of not less than nine litres will be kept available for immediate use.
 - iv. Blowlamps and blowtorches will be lit for as short a time as possible before use and extinguished immediately after use.
 - v. Lighted blowlamps and blowtorches will not be left unattended.
 - vi. Half an hour after each period of work has been completed a thorough examination will be made of and in the area in which works have been undertaken.
 - vii. If work must be carried out in the vicinity of composite/sandwich panels then such panels will be protected by suitable non-combustible blankets.

It is warranted that a thorough examination of the **premises** will be made after the close of **business** each day to ensure that there are no smouldering cigarettes, matches or other such materials and that any such materials will be placed in lidded metal receptacles which are then removed from the **building**

Section C - Money Non-Negotiable Documents

SUB-SECTION 1- MONEY AND NON NEGOTIABLE DOCUMENTS

COVER

The Underwriters agree to the extent and in the manner provided herein to indemnify the Insured for amounts not exceeding the limits and Sum Insured stated in the Schedule against

- 1) Loss of Non Negotiable Documents from any cause
- 2) Loss of Money from any cause whilst
 - a) in the **premises** outside **business** Hours not contained in locked safes or strong rooms
 - b) in the private residence of the Insured or any authorised partner director or **employee** of the Insured
 - c) in the **premises** outside **business** Hours contained in locked safes or strong rooms described in the Schedule on the **premises** during **business** Hours
 - d) whilst in Transit
- 3) Loss of or **damage** done by thieves to safes and strong rooms (as described in the Schedule) stamp franking machines approved security cases bags or waistcoats containing the Non Negotiable Documents and Money insured hereby occurring during the **period of insurance**

Business Hours

The Insured's usual office hours and the working hours (including overtime) during which the Insured his Principals or Persons Employed entrusted with the **money** and **non negotiable documents** are on the **premises** for the purpose of the Business

Transit

Between the **premises** and the place of banking whilst in the custody of the Insured or his authorised representative

WARRANTY

It is warranted that:

- a) a complete record is kept of the **money** and **non negotiable documents**;
- b) such record is deposited in a secure place other than in the safes and strongrooms containing the **money** and **non negotiable documents**;
- c) outside **business hours** the safes and strongrooms are kept locked and the keys of the safes and strongrooms are not left on the **premises**

SECTION C - EXCLUSIONS

This Sub- Section does not cover:-

- 1) Shortages due to clerical or accounting errors
- 2) Loss due to the fraud or dishonesty of any Person Employed by the Insured
 - a) not discovered within seven working days of its occurrence;
 - b) more specifically insured by any other Insurance or Insurances except in respect of any loss beyond the amount payable under such other Insurance or Insurances
- 3) Loss of Money and or Non Negotiable Documents from:
 - a) vending or gaming machines unless specifically stated in the Schedule;
 - b) unattended vehicles
- 4) Loss or **damage** arising elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 5) Unexplained loss or disappearance

- 6) The amount of any applicable **Excess** specified in the Schedule

STANDARD CLAUSES APPLICABLE TO SUB-SECTION 1

Transit

- 1) Where **money** and **non negotiable documents** in **Excess** of £2,000 is in Transit it shall be escorted as follows:-
- 2) It is a condition precedent to the Underwriters liability that whenever the **premises** are closed for **business** or left unattended all security devices provided to protect the **premises** are properly fitted and put into full operation

Amount in Transit	Minimum Escort
£2,001 to £5,000	Two able bodied persons (including carrier)
£5,001 to £10,000	Three able bodied persons (including carrier)
£10,001 and over	Specialist Security Company

Section D - Goods in Transit

COVER

We hereby agree to the extent and in the manner hereinafter provided to insure and indemnify the Insured whilst in transit as herein defined stock work in progress goods and/or merchandise intended for sale sheets ropes packing materials and the like (excluding containers) being the property of the Insured against accidental loss or **damage** occurring during the **period of insurance** shown in the Schedule but not exceeding the amount shown in the Schedule as the limit any one load or in the aggregate during any one **period of insurance** which shall be the maximum extent of Underwriters liability

SECTION D - EXCLUSIONS

This Section does not cover:

- 1) Loss or **damage** in respect of or arising from or caused by mildew moth vermin inherent vice deterioration insufficiency of insulation electrical and/or mechanical derangement unless caused by external means contamination shortage in weight evaporation taint consequential loss loss of market or delay
- 2) Livestock jewellery furs watches precious metals and stones Treasury notes bullion cash bonds deeds stamps securities manuscripts documents and plans patterns models moulds computer system records safety razor blades non ferrous metal and scrap perfumery tobacco cigars cigarettes wines spirits and the like explosives radios television sets tape recorders and similar articles unless permission is obtained from the Underwriters and rates and terms agreed prior to the carriage of such goods and/or merchandise
- 3) Theft of or from vehicles(s) and/or trailer(s) and/or container(s) the Insured's own or in their care or control when left unattended unless:
 - i) between 2200 hours and 0600 hours - such vehicle and/or trailer and/or container is garaged in a building or parked in a fully enclosed yard which is securely closed and locked or under constant surveillance AND the vehicle and/or trailer and/or container has all doors window boot and other openings closed and securely locked and all additional protective devices put into full and proper operation and has all keys removed so far as local fire regulations permit
 - ii) between 0600 hours and 2200 hours - such vehicle and/or trailer and/or container has all doors windows boot and other openings closed and securely locked and all additional protective devices put into full and proper operation and has all keys removed
- 4) Any loss directly or indirectly occasioned by or happening through or in consequence of strikes lock-outs labour disturbances riots and civil commotions other

than in Great Britain Isle of Man and the Channel Islands

- 5) Property conveyed in a refrigerated frozen chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an accident to the Vehicle or unless specifically agreed by Underwriters
- 6) The amount of the **excess** specified in the Schedule

CLAUSES

Average

This section is subject to the Condition of **average** that is to say if the property covered by this Insurance shall at the time of any loss be of greater value than the limit set forth in the Schedule the Insured shall only be entitled to recover hereunder such proportion of the said loss as the limit bears to the total the value of the said property

Protections

The Insured shall take all reasonable precautions for the protection and safeguarding of the goods and/or merchandise and all vehicles trailers containers and protective devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Underwriters

Loss Duty

It is the duty of the Insured in the event that any of the property insured hereunder be lost or **damaged** to take all reasonable steps to effect it's recovery or preservation

Person Insured

Any Director Manager or Partner of the Insured or Person Employed by the Insured aged not less than 16 years nor more than 70 years

Permanent

Means lasting 24 calendar months and at the expiry of that period being beyond hope of improvement

Total Disablement

Means disablement which necessarily and continuously disables a **person insured** from attending to his usual occupation

Words in the masculine gender shall include the feminine

COMPENSATION CLAUSES

- 1) Compensation for Result g) Temporary **total disablement** shall be:
 - a) payable for a period not exceeding 104 weeks from the commencement of the Result;
 - b) payable when the total amount has been agreed or at the request of the Insured at intervals of not less that four weeks (but not in advance) commencing four weeks after receipt of written notice of any injury by the Underwriters
- 2) Compensation shall not be payable for:
 - a) any of the Results a) to e) and g) unless such Results occur within two years of sustaining the injury causing such Result;
 - b) more than one of Results a) to d) and when payable for one of those Results shall not be payable for any of the Results caused by any subsequent injury to such **person insured**
- 3) Compensation payable for Result g) shall be deducted from any compensation payable for Results a) to d) arising from the same Assault

EXTENSIONS

Sheets Tarpaulins Ropes – Personal Effects

This Section extends to indemnify the Insured against all risks of physical loss destruction of or **damage** which occurs during the **period of insurance** to:

- a) sheets tarpaulins ropes toggles chocks chains skips and trolleys whilst carried in the course of transit by any vehicle up to an amount not exceeding £1,000 any one loss

- b) personal property belonging to the driver and/or mate whilst carried in any vehicle conveying property insured in the course of their employment up to an amount not exceeding £250 any one person

Section E - Book Debts

COVER

In the event of the Insured's books of account or other **business** books or records at the **premises**:

- a) being destroyed or **damaged** by an accidental cause;
- b) being lost due to theft involving entry into or exit from the **premises** by forcible and violent means or any attempt thereof;
- c) being lost due to hold-up namely theft consequent upon and in connection with assault or violence or threat thereof to the Insured or any **employee** of the Insured; during the **period of insurance**; (such loss destruction or **damage** so caused being termed **damage** in this Section) and the Insured in consequence thereof being unable to trace or establish the **outstanding debit balances** in whole or in part due to them then the Underwriters will pay to the Insured:

In Respect of Item 1:

The amount of loss resulting from such **damage** but not exceeding

- a) the difference between
 - i) the **outstanding debit balances** and
 - ii) the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the previous consent of the Underwriters in tracing and establishing customers debit balances after the **damage**

provided that if the Sum Insured by this Item be less than the **outstanding debit balances** the amount payable shall be proportionately reduced;

In Respect of Item 2:

The reasonable charges payable by the Insured to their auditors or professional accountants for producing any particulars or details or any other proofs information or evidence as may be required by the Underwriters under the terms of this section and reporting that such particulars or details are in accordance with the Insured's books of account or other **business** books or documents

SECTION E- STANDARD CLAUSES

1. Declaration

The Insured shall within thirty days of the end of each quarter deposit with the Underwriters a signed statement showing the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the said quarter

On the expiry of each **period of insurance** and provided that a quarterly declaration has been made for each quarter therein the actual premium shall be calculated at the rate per cent per annum on the **average** amount insured i.e. the total of the sums declared divided by the number of declarations. Should the amount of a declaration exceed the Sum Insured applicable at the date of such declaration then for the purposes of this clause only the Insured shall be deemed to have declared such Sum Insured. If the actual premium shall be less than the first premium (or in the case of the second and subsequent periods of Insurance the annual premium) the difference shall be repaid to the Insured but such repayment shall not exceed 25% of the first or annual premium respectively

If a quarterly declaration is not made for each quarter of any **period of insurance** no such return of premium shall be made for that period

2. Automatic Reinstatement

In consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the **period of insurance**

3. Temporary Removal

This Insurance extends to include loss ascertained in accordance with the provisions of this Section resulting from **damage**:

- a) in any **premises** in Great Britain Northern Ireland the Channel Islands or the Isle of Man occupied by persons acting on behalf of the Insured to which the Insureds books of account or other **business** books or records are

temporarily removed;

- b) to the Insured's books of account or other **business** books or records whilst in transit within Great Britain Northern Ireland the Channel Islands or the Isle of Man

4. Fire Resisting Safes

It is warranted that the Insured's books of account or other **business** books or records in which Customers' Accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use. This clause shall not apply to books of account or other **business** books or records which have been removed from the **premises** covered hereunder by Standard Clause 3 of this Section

Outstanding Debit Balances

The total last recorded by the Insured under the provisions of Standard Clause 1 of this Section adjusted for:

- a) bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **damage**) to customers' accounts in the period between the date to which the said last statement relates and the date of the **damage**; and
- c) any abnormal condition of trade which had or could have had a material effect on the **business** so that the figures thus adjusted shall represent as nearly *as* reasonable practicable those which would have been obtained at the date of the **damage** had the **damage** not occurred

SECTION E-EXCLUSIONS

The Insurance by this Section does not cover loss occasioned by or happening though:-

- 1) Erasure or distortion of information on computer systems or other records
 - a) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by **damage** to the said machine or apparatus;
 - b) due to defects in such records
- 2) Deliberate falsification of **business** records
- 3) Mislaying or misfiling of tapes and records
- 4) The deliberate act of the Public Supply undertaking in restricting or withholding electricity supply
- 5) Wear and tear and gradual deterioration vermin rust damp or mildew
- 6) The connivance by any **employee** of the Insured
- 7) Loss destruction or **damage** caused by or arising from any kind of seepage or any kind of pollution and for contamination

LIMIT OF LIABILITY of the Underwriters under each item of this Section shall not exceed its Sum Insured as stated in the Schedule

Section F - Business Interruption

COVER

Loss in respect of each item in the Schedule resulting from interruption or interference with the **business** in consequence of loss destruction or **damage** (hereinafter termed "**Damage**") to property used by the Insured at the **premises** for the purpose of the **business** by the Section A perils (if the letter set against them appears on the Schedule) or by Section A Extension 1 (if the extension is shown as included on the Schedule) which occurs during the **period of insurance**

SECTION F - STANDARD CLAUSES

(Applicable to all Insurances by this Section)

A. SALVAGE SALE

If following **damage** giving rise to a claim under this Section the Insured shall hold a salvage sale during the Indemnity Period Clause a) of the item on Gross Profit shall for the purpose of such claim read as follows:

- a) In respect of Reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the **damage** fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale

B. DEPARTMENTAL

If the **business** be conducted in departments the independent trading results of which are ascertainable the provisions of paragraphs a) and b) of the item on Gross Profit shall apply separately to each department affected by the **damage** except that if the Insurance is not on a declaration-linked basis if the sum insured by the said item be less than the aggregate of the sums produced by applying the rate of Gross Profit for each department of the **business** (whether affected by the **damage** or not) to its relative annual turnover (or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced

C. SUBROGATION RIGHTS WAIVER

In the event of a claim arising under this Section the Underwriters agree to waive any rights remedies or relief to which they are entitled by subrogation against:

- a) Any Company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 736 of the Companies Act 1985 (amended by Companies Act 1989) or equivalent
- b) Any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 736 of the Companies Act 1985 (amended by Companies Act 1989)

D. PAYMENT ON ACCOUNT

Claim Payments on account will be made to the Insured during the Indemnity Period if requested

E. REINSTATEMENT OF LOSS

In the event of loss under this Section and in the absence of written notice by the Underwriters or the Insured to the contrary the amount of such loss is to be automatically reinstated from the date thereof the Insured undertaking to pay such necessary premium as may be required for reinstatement for the remainder of the **period of insurance**

F. ACCUMULATED STOCKS

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to the **damage** is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods on the Insured's **premises**

G. FINES AND DAMAGES

The Underwriters shall not be liable to any loss due to fines or damages for breach of contract for late or non-completion of orders or for any penalties of whatever nature

H. AUDITORS OR PROFESSIONAL ACCOUNTANTS

- i) Any particulars or details contained in the Insured's books of account or other **business** books or documents which may be required by the Underwriters under Standard Clause L of this Section for the purpose of investigating or verifying any claim hereunder may be produced by auditors or professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates
- ii) Except in respect of the Increase in Cost of Working Specification the Underwriters will pay to the Insured the reasonable charges payable by the Insured to their auditors or professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Underwriters under the terms of Standard Clause L of this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other **business** books or documents provided that the sum of the amount payable under this Section shall in no case exceed the Sum Insured for the item.

I. LIMIT OF LIABILITY

The liability of the Underwriters under this Section in any one **period of insurance** shall in no case exceed:

- a) in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total Sum Insured by such items;
- b) any limit of liability shown in the Schedule or any applicable clause herein; or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Underwriters

J. ALTERATION

The Insurance by this Section shall be avoided if:

- a) the **business** be wound up or carried on by liquidator or receiver or permanently discontinued or;
- b) the Insured's interest ceases otherwise than by death at any time after the commencement of this Insurance unless its continuance be admitted by memorandum signed by or on behalf of the Underwriters

K. CLAIMS

On the happening of any damage in consequence of which a claim is or maybe made under this Section the Insured shall give notice in writing to the Underwriters and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption or interference with the **business** or to avoid or diminish the loss and in the event of a claim being made under this Section shall not later than thirty days after the expiry of the Indemnity Period or within such further time as the Underwriters may in writing allow at their own expense deliver to the Underwriters in writing a statement setting forth particulars of this claim together with details of all other Insurance's covering the **damage** or any part of it or consequential loss of any kind resulting therefrom. The Insured shall at his own expense also produce and furnish to the Underwriters such books of account and other **business** books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Underwriters for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already

made shall be repaid to the Underwriters forthwith

L. MATERIAL DAMAGE PROVISIO

The Underwriters liability under this Section is conditional on there being in force at the time of the happening of the **damage** an Insurance covering the interest of the Insured in the property at the **premises** against such **damage** and that payment shall have been made or liability admitted therefore

Or

that payment would have been made or liability would have been admitted therefore but for the operation of a proviso in such Insurance excluding liability for losses below a specified amount

SECTION F - EXCLUSIONS

This Insurance does not cover loss destruction or **damage** caused by or arising from any kind of seepage or any kind of pollution and/or contamination

SECTION F - SPECIAL CLAUSES

(Applicable only if the letter set against it appears on the Schedule)

A. PROVISIONAL PREMIUM ADJUSTMENT CLAUSE

Part 1 applies only hi respect of an Insurance shown in the Schedule as being on Sum Insured Specification

Part 2 applies only in respect of an Insurance shown in the Schedule as being on Declaration-Linked Specification

Part 1 (Sum Insured Specification)

a) Any other Memorandum in the Specification applicable to an adjustment of premium shall be cancelled

b) The first and annual premiums are provisional being 75% of the premiums payable at the commencement of the **period of insurance** with the balance of 25% to be paid within 6 months of expiry of that period except that:

In respect of any items on Gross Profit / Rentals / Revenue the premium paid shall be adjusted on receipt by the Underwriters of a declaration of Gross Profit / Rentals / Revenue earned during the financial year most nearly concurrent with such **period of insurance** as reported by the Insured's auditors or professional accountants;

If any **damage** shall have occurred giving rise to a claim for loss of Gross Profit / Rentals / Revenue the above mentioned declaration shall be increased by the Underwriters for the purpose of premium adjustment by the amount by which Gross Profit / Rentals / Revenue was reduced during the financial year solely in consequence of the **damage**

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

i) is less than 75% of the Sum Insured on Gross Profit / Rentals / Revenue for the relative period the Underwriters will allow a pro rata return of premium not exceeding 33.33% of the provisional premium;

ii) is greater than 75% of the Sum Insured on Gross Profit / Rentals / Revenue for the relative period the Insured shall pay a pro-rata additional premium not exceeding 33.33% of the provisional premium;

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

Part 2 (Declaration-Linked Specification)

a) Any other Memorandum in the Specification applicable to an adjustment of premium shall be cancelled

b) The first and annual premium are provisional and are based on 75% of the Estimated Gross Profit or Revenue:

In respect of any item on Gross Profit or Revenue the premium paid shall be

adjusted on receipt by the Underwriters of a declaration confirmed by the Insured's auditors or professional accountants and furnished by the Insured not later than 6 months after the expiry of each **period of insurance** of Gross Profit or Revenue earned during the financial year most nearly concurrent with such **period of insurance** as reported by the Insured's auditors or professional accountants

If any **damage** shall have occurred giving rise to a claim for loss of Gross Profit / Revenue the above mentioned declaration shall be increased by the Underwriters for the purpose of premium adjustment by the amount by which Gross Profit / Revenue was reduced during the financial year solely in consequence of the **damage**

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

- i) is less than 75% of the Estimated Gross Profit or Revenue for the relative period the Underwriters will allow a pro-rata return of premium not exceeding 25% of the provisional premium paid;
- ii) is greater than 75% of the Estimated Gross Profit or Revenue for the relative period the Insured shall pay a pro-rata addition to the premium paid on 75% of the Estimated amount

B. INFECTIOUS DISEASES

The Insurance by this Section is extended to include loss as insured hereunder directly resulting from interruption of or interference with the **business** carried on by the insured at the **premises** in consequence of:

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

and if the **business** comprises/includes hotel or boarding house proprietors or nursing and residential home proprietors:

- 6) the cancellation of bookings for accommodation at the **premises** in consequence of the outbreak of a Notifiable Disease anywhere in Great Britain Northern Ireland Channel Islands or the Isle of Man

Special Provisions

- a) Notifiable Disease means illness sustained by any person resulting from any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS-related condition) an outbreak of which the competent local authority has stipulated shall be notified to them;
- b) for the purpose of this clause Indemnity Period means the period during which the results of the **business** shall be affected in consequence of the **damage** beginning:
 - i) in the case of 1 2 3 4 and 6 above with the occurrence or discovery of the incident;
 - ii) in the case of 5 above with the date from which the restrictions on the **premises** are applied and ending not later than the **Maximum Indemnity Period** thereafter

SECTION F - EXTENSIONS

The undernoted extensions are operative only if specifically mentioned in the Schedule and are subject otherwise to the limits terms conditions and exclusions of this section

Any loss as insured by Item 1 of this Section resulting from interruption of or interference with the **business** in consequence of **damage** at the situations or to property (both noted in the Extension) shall be deemed to be loss resulting from **damage** to property used by the Insured at the **premises** provided that after the application of all other terms and conditions of

the Section the liability under the applicable Extension in respect of any one occurrence shall not exceed:

- a) the percentage of the total of the Sum Insured (or if on a declaration linked basis the percentage of 133.33% of the Estimated Amount) by Item I of this Section shown in the Schedule;

Or

- b) the amount shown in the Schedule as the Limit

A. PROPERTY STORED

Property of the Insured whilst stored anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man elsewhere than at any **premises** in the occupation of the Insure

B. PATTERNS

Patterns jigs models templates moulds dies tools plans drawings and designs the property of the Insured or held by them in trust or on commission for which they are responsible whilst at the **premises** situate Great Britain Northern Ireland the Channel Islands or the Isle of Man of any machine makers engineers founders or other metal workers but excluding any **premises** wholly or partly occupied by the Insured and whilst in transit thereto and therefrom by road rail or inland waterway in Great Britain Northern Ireland the Channel Islands or the Isle of Man

C. TRANSIT

Property of the Insured whilst in transit by road rail or inland waterway in Great Britain Northern Ireland the Channel Islands or the Isle of Man but it is understood that **damage** arising from impact to or collision with the conveying road or rail vehicle or waterborne craft is specifically excluded from this extension

D. MOTOR VEHICLES

Motor Vehicles the property of the Insured whilst in Great Britain Northern Ireland the Channel Islands or the Isle of Man elsewhere than at any **premises** in the occupation of the Insured

E. CONTRACT SITES

Any situation in Great Britain Northern Ireland the Channel Islands or the Isle of Man not in the occupation of the Insured where the Insured is carrying out a contract

F. EXHIBITION SITES

Any situation in Great Britain Northern Ireland the Channel Islands or the Isle of Man not in the occupation of the Insured where the Insured is exhibiting his goods for sale

G. UTILITIES (ELECTRICITY)

Property at any generating station or sub-station of the electricity supply undertaking from which the Insured obtains electricity including the terminal ends of the supply authority's service feeders at the **premises**

H. UTILITIES (GAS)

Property at any land based **premises** of the gas supply undertaking or of any natural gas producer linked directly therewith from which the Insured obtains gas including the supply authority's meters at the **premises**

J. UTILITIES (WATER)

Property at any waterworks or pumping station of the water supply undertaking from which the Insured obtains water including the supply authority's main stop cock serving the **premises**

K. PREVENTION OF ACCESS

Property in the vicinity of the **premises** destruction of or **damage** to which shall prevent or hinder use of the **premises** or access thereto whether the **premises** or property of the Insured shall be **damaged** or not

L. DAMAGE IN THE VICINITY

Property in the vicinity of the **premises** destruction of or **damage** to which shall cause loss of custom of the Insured directly due to loss of amenities in the immediate vicinity of the **premises** whether the **premises** or property of the Insured therein shall be

- damaged** or not
- M. SPECIFIED SUPPLIERS
The **premises** of those suppliers which are detailed in the Schedule
- N. UNSPECIFIED SUPPLIERS AND STORAGE SITES
The **premises** of any of the Insured's suppliers manufacturers or processors of components goods or materials but excluding the **premises** of any supply undertaking from which the Insured obtains electricity gas or water or telecommunication services and **premises** not in the occupation of the Insured where property of the Insured is stored all in Great Britain Northern Ireland the Channel Islands or Isle of Man
- P. SPECIFIED CUSTOMERS
The **premises** of those customers which are detailed in the Schedule
- Q. UNSPECIFIED CUSTOMERS
The **premises** of any of the Insured's customers in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- R. MOTOR VEHICLE MANUFACTURERS
The **premises** of those motor vehicle manufacturers which are detailed in the Schedule
- S. TELECOMMUNICATIONS
Property at any land based **premises** of the telecommunications undertaking from which the Insured obtains telecommunications services including the incoming line terminals or receivers but excluding the use of satellites for such services to the **premises**

In respect of Extensions G H I and S excluding:

- i) any loss or failure which does not involve a cessation of supply for at least four consecutive hours in respect of Electricity Gas Water or at least twenty four consecutive hours in respect of telecommunications
- ii) loss resulting from failure caused by
 - a) the deliberate act of a supply undertaking in withholding the supply of water gas electricity or telecommunications services (unless such discontinuation is due to a deliberate act of the supply authority for the sole purpose of safeguarding life or protecting any part of the supply system or a scheme of rationing due to **damage** to the supply authority's **premises**)
 - b) strikes or any labour or trade dispute
 - c) drought
 - d) other atmospheric or weather conditions but this shall not exclude failure due to **damage** to equipment caused by such conditions
- iii) loss **damage** cost or expense resulting from an impairment in the function availability range of use or accessibility of data software or computer programs

EMPLOYERS', PUBLIC & PRODUCTS LIABILITY INSURANCE

EMPLOYERS', PUBLIC & PRODUCTS LIABILITY INSURANCE

1 OPERATIVE CLAUSE

Whereas the Insured named in the Schedule has made to the Underwriters a Proposal, which is hereby agreed to be the basis of this Insurance and deemed incorporated herein, the Underwriters hereby agree to indemnify the Insured, in consideration of the payment of the Premium stated in the Schedule, against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the laws of any country but not where the action is brought in a court of law in or any judgment, award, payment, settlement or proceedings are made within territories which operate under the laws of the United States of America or where any order or proceedings are made anywhere in the World to enforce such judgment, award, payment or settlement either in whole or in part.

This indemnity applies only to such liability as is set out in each insured Section of this Insurance arising in the ordinary course of the Business specified in the Schedule, subject always to the terms and conditions of such Section and of this Insurance as a whole. Only those Sections where an amount has been inserted under Limit of Liability in the Schedule are insured.

2 DEFINITIONS

For the purpose of determining the indemnity granted:

a. **Injury**

the term "Injury" shall mean death, bodily injury, illness or disease of or to any person;

b. **Damage**

the term "Damage" shall mean physical loss, destruction or damage to tangible property;

c. **Pollution**

the term "Pollution" shall mean any pollution or contamination of the atmosphere or of any water, land or other tangible property;

d. **Product**

the term "Product" shall mean any physical property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit;

e. **Proposal**

the term "Proposal" shall mean a written proposal made by or on behalf of the Insured to the Underwriters for the insurance evidenced by this Insurance, including any statements, declarations, warranties or information upon which the Underwriters have relied and, where a special form or presentation has been used for the purpose, bearing the date stated in the Schedule;

f. **Business**

the term “Business” includes:

- i. the ownership or occupation of premises by the Insured including incidental repair and maintenance for the purpose of the Business;
- ii. the provision of canteen social sports and welfare organisations for the benefit of Employees;
- iii. fire, first aid and ambulance services;
- iv. private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured;

g. Territorial Limits

the term “Territorial Limits” means:

- i. the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- ii. elsewhere in the World where Employees of the Insured who are normally resident in i. above are on a temporary visit on the Business of the Insured;

h. Employee

the term “Employee” means:

- i. any person who has entered into or works under a contract of service or apprenticeship with the Insured;
- ii. any labour-master and/or person supplied by him;
- iii. any person employed by a labour-only subcontractor;
- iv. any self-employed person performing work under a similar degree of control and direction of the Insured as a person under a contract of service or apprenticeship with the Insured;
- v. any person who is hired to or borrowed by the Insured;
- vi. any person who is engaged under a work experience or youth training scheme;

while working for the Insured in connection with the Business;

i. Offshore

the term “Offshore” means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform;

j. Sexual Nature

the term "Sexual Nature" means but is not limited to sexual gratification, discrimination, coercion, harassment or pressure of any kind.

k. **Underwriters**

the term "Underwriters" means International Insurance Company of Hannover Ltd

3 DEFENCE COSTS

Subject always to Clause 6, Limit of Liability, the Underwriters will pay all reasonable legal costs and expenses incurred by the Insured with the Underwriters' prior consent, such consent not to be unreasonably withheld:

- a. in the investigation, defence or settlement of; and/or
- b. as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to;

any occurrence which forms or could form the subject of indemnity by this Insurance ("Defence Costs").

4 INDEMNITY TO OTHERS

The indemnity granted extends:

- a. at the request of the Insured, to any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant indemnity and subject always to Clauses 9.a. and 14.c.iii.;
- b. to officials of the Insured in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees;
- c. at the request of the Insured, to any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured;
- d. to the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- e. to the personal representatives of the estate of any person indemnified by reason of this Clause 4 in respect of liability incurred by such person;
- f. with respect to Section A to any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim had been made against the Insured;

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

5 CROSS LIABILITIES

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other such person or party, subject to the Underwriters' total liability not exceeding the stated Limit of Liability.

6 LIMIT OF LIABILITY

Regardless of the number of Insureds, additional Insureds or entities comprising the Insured or the number of claims or claimants or any other reason whatsoever, the Underwriters' liability to pay damages, including claimants' costs, fees and expenses, shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause, but in respect of liability arising out of Pollution and Products separately the Limit of Liability represents the Underwriters' total liability in respect of all occurrences.

Should liability arising from the same originating cause form the subject of indemnity by more than one Section of this Insurance, each Section shall be subject to its own Limit of Liability, provided always that the total amount of the Underwriters' liability shall not exceed the single greatest Limit of Liability available under the Sections providing indemnity.

Defence Costs will be payable in addition to the Limit of Liability, however, if a payment in excess of the amount of indemnity available under this Insurance is necessary to dispose of a claim or series of claims arising out of one event, the Underwriters' liability in respect of such Defence Costs shall be such proportion of the total Defence Costs incurred as the amount of the indemnity available under this Insurance bears to the total amount necessary to dispose of the claim.

Under Section A the Underwriters will also pay all other costs and expenses incurred with their prior written consent in diminution of the Limit of Liability.

The above is limited to GBP 50,000 in respect of legal and other defence fees arising out of any one occurrence for representation of the Insured at:

- a. any Coroner's Inquest or Fatal Accident Inquiry in respect of death and at which an Employee or principal of the Insured has been requested to give evidence;
- b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury;

which may be subject to indemnity under this Insurance.

7 INDEMNITY TO PRINCIPAL

Where any contract or agreement entered into by the Insured for the performance of work so requires the Underwriters will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

SECTION A – EMPLOYERS' LIABILITY

8 SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for his liability at law for damages and claimant's costs and expenses in respect of Injury to any Employee occurring during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business.

9 SECTION A - EXTENSION - HEALTH AND SAFETY AT WORK ACT AND CORPORATE MANSLAUGHTER

The Underwriters will additionally under this Section A indemnify the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Underwriters' consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- a. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b. the Corporate Manslaughter and Corporate Homicide Act 2007;

provided always that:

- c. the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business and in connection with a claim in respect of which the Insured is entitled to indemnity under this Section A;
- d. the Underwriters shall not provide indemnity in respect of:
 - i. fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;
 - ii. any circumstances for which indemnity is provided by any other insurance;
 - iii. proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
 - iv. proceedings which arise out of any activity or risk excluded from this Insurance.

The liability of the Underwriters in respect of all such legal costs and expenses shall not exceed the sum of GBP 1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences.

10 SECTION A - EXCLUSIONS

This Section does not cover:

a. **Offshore**

liability arising Offshore;

b. **Road Traffic Act**

Injury to any Employee arising when such Employee is:

- i. carried in or on any vehicle
- ii. entering or getting on to or alighting from a vehicle;
- iii. in circumstances which require insurance or security under any road traffic legislation;

11 COMPULSORY INSURANCE

The Insurance granted by this Section A is deemed to be in accordance with the provisions of any law enacted in the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands relating to compulsory insurance of liability to employees. If, however, there shall have been non-observance of any conditions of this Insurance by the Insured and the Underwriters shall have paid any sum which the Underwriters would not have paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

12 INCIDENT LOG BOOK

It is a condition of this Section A that the Insured shall keep a log book of all incidents (no matter how trivial) that occur on the premises and such book shall be kept available for inspection by the Underwriters.

SECTION B - PUBLIC LIABILITY

13 SECTION B - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability more specifically insured against elsewhere in this Insurance.

14 SECTION B - EXCLUSIONS

This Section does not cover

a. **Motor Vehicles**

liability arising directly or indirectly out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than liability:

- i. arising from the use of plant as a tool of trade on site or at the Insured's premises;
- ii, arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;

- iii. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;

b. **Aircraft & Watercraft**

liability arising directly or indirectly out of the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);

15 SECTION B – EXTENSION - CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ACT 2007

This Section B extends to indemnify the Insured in respect of legal costs and expenses incurred with the Underwriters' prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in the course of the Business.

Provided always that:

- a. the Underwriters' liability under this extension shall not exceed GBP 5,000,000 in any one Period of Insurance or the Limit of Liability stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule;
- b. this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c. the Underwriters must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured;
- d. the Insured shall give to the Underwriters immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension;
- e. in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding;
- f. the Underwriters shall be under no liability:
 - i. where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge;
 - ii. in respect of fines or penalties of any kind;
 - iii. in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

1. the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder;
 2. the Food Safety Act 1990 or any regulations made thereunder;
 3. the Consumer Protection Act 1987 or any regulations made thereunder;
- iv. where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance;
- g. where the Underwriters have already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Insurance the amount paid under that Section will be taken into account in arriving at the Underwriters' liability payable under this extension.

SECTION C - PRODUCTS LIABILITY

16 SECTION C - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but only against liability arising out of or in connection with any Product but not against liability more specifically insured elsewhere in this Insurance.

17 SECTION C - EXCLUSIONS

This Section does not cover:

a. **Damage to Products**

liability for Damage to any Product or part thereof;

b. **Product Guarantee**

liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

c. **Recall**

liability arising directly or indirectly out of the recall of any Product or part thereof;

d. **Aviation Products**

liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery, electrics, electronics or controls of any aircraft or spacecraft.

e. **Design**

liability arising from advice, design, formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged.

f. **Employees**

liability for injury caused to any employee of the Insured arising out of or in the course of such persons employment by the Insured in the business.

18 GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

This Insurance does not cover:

a. **Deliberate Acts**

liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable precautions to prevent Injury or Damage;

b. **Contractual Liability**

liability assumed by the Insured under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to the Insured in the absence of such clause, warranty, contract, agreement or guarantee;

c. **Other Insurance**

any expense or liability covered under or indemnified by any other policy of insurance, however, this exclusion shall not apply to any expense or liability in excess of the limit of indemnity in such other policy of insurance;

d. **Fines, Penalties, Punitive and Liquidated Damages**

liability for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever including liquidated damages;

e. **Asbestos**

liability 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, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Liability of GBP 5,000,000 shall apply.

It is a condition precedent to the liability of the 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.

f. War and Terrorism

liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- ii. any act of terrorism;

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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes liability 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 i. and/or ii. above.

If the Underwriters allege that by reason of this exclusion, any liability is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

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

The above exclusion does not apply to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of GBP 5,000,000 shall apply.

g. Radioactive Contamination and Explosive Nuclear Assemblies

liability arising directly or indirectly out of ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

h. **Pollution (in respect of Sections B & C only)**

liability arising out of Pollution:

the above exclusion does not apply in respect of Pollution caused by a sudden, specific and identifiable event occurring during the period of insurance and provided the Insured has taken all reasonable precautions to prevent loss by Pollution.

There is no cover for Pollution in respect of:

i. **Premises Owned**

liability for Damage to premises presently or at any time previously owned or tenanted by the Insured;

ii. **Land Occupied**

liability for Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care, custody or control.

i. **Sexual Abuse**

liability arising directly or indirectly out of or in connection with any actual or attempted conduct or contact of a Sexual Nature.

j. **Care, Custody & Control (in respect of Sections B & C only)**

liability for Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:

i. premises or the contents thereof temporarily occupied by the Insured for work therein or thereon but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work;

ii. clothing and personal effects belonging to employees and visitors of the Insured;

iii. premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement;

Conditions 19.b. to 19.d. are precedent to the Underwriters' liability to provide indemnity under this Insurance. If any breach of such conditions should occur the Underwriters shall have the option to exclude from the indemnity hereunder any claim which has arisen or may arise in connection with such breach.

a. **Self-Insured Excess**

The Underwriters shall only be liable for that part of each claim or series of such claims arising out of any one originating cause under this Insurance, including Defence Costs, which exceeds the amount of the Self-Insured Excess stated in the Schedule. The Insured shall retain the Self-Insured Excess for its own account and shall not insure it elsewhere.

b. **Claims Notification**

The Insured shall give to Underwriters immediate notice in writing during the Period of Insurance of:

- i. any claim made against any Insured which may fall within the scope of this Insurance;
- ii. the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against the Insured;
- iii. any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to such a claim being made against the Insured, giving reasons for the anticipation of such claim.

Additionally, the Insured and/or person claiming to be indemnified under this Insurance must:

- iv. notify the Underwriters in writing immediately they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Insurance;
- v. forward to the Underwriters immediately on receipt every letter, claim, writ, summons or process.

c. **Claims Handling**

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured nor shall any costs be incurred by the Insured without the written consent of the Underwriters; and the Underwriters shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings in the defence or settlement of any claim.

The Insured shall at all times give the Underwriters such information and co-operation as the Underwriters may reasonably require.

d. **Subrogation**

The Underwriters shall become subrogated to all rights of recourse and remedies of the Insured, before as well as after any payment by the Underwriters to the extent of such payment and the Insured shall take all reasonable steps to preserve such rights and remedies.

Notwithstanding the above, if any payment is made or may be made under this Insurance and the Underwriters are thereupon subrogated to the Insured's rights of recovery in relation thereto, the Underwriters agree not to exercise any such rights against any director or employee of the Insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

The Insured shall give all such assistance in the exercise of rights of recovery as the Underwriters may reasonably require.

e. **Material Information**

Underwriters shall at any time be entitled to void this Insurance by reason of any inaccurate or misleading information given by the Insured in the Proposal.

The Insured shall throughout the Period of Insurance give immediate notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal.

f. **Adjustment of Premiums**

If the Premium for this Insurance has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall at all times allow the Underwriters or their duly appointed representative to inspect such records. The Insured shall within one month from expiry of the Period of Insurance furnish such particulars and information as the Underwriters may require. The premium for such period shall then be adjusted, if applicable, and the difference paid by or returned to the Insured, provided that the premium for any Period of Insurance shall not be less than any Minimum Premium stated in the Schedule.

g. **Relinquishment**

The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Insurance the amount of the Limit of Liability remaining under this Insurance or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid. Upon such payment being made, the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment.

However, if the Underwriters exercise the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Insurance then the Underwriters will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity

available under this Insurance bears to the total amount which in the opinion of the Underwriters at the time of relinquishment will be necessary to dispose of the claim.

h. **Dispute**

This Insurance shall be governed by English Law unless stated to the contrary. If any dispute arises in connection with the formulation, validity or interpretation of this Insurance, it is understood and agreed by both the Insured and the Underwriters that the dispute will be referred to non-binding Mediation at a convenient venue for both parties (failing agreement on this, the Mediation shall be held in London, England). Mediation shall be initiated by the delivery of a written notice of request for Mediation by one party to the other. Each party shall bear the expenses of its own representation and shall jointly and equally bear with the other party the expenses of the Mediation. Failing mutual agreement on a suitable Mediator, a Mediator shall be appointed by application to the President of the Law Society of England and Wales.

If Mediation cannot resolve the dispute then such dispute shall be submitted to the exclusive jurisdiction of the Courts of England. Both parties agree to comply with all requirements necessary to give such court jurisdiction.

i. **Cancellation**

This Insurance may be cancelled by or on behalf of the Underwriters by thirty days' notice given in writing to the Insured. The Premium shall then be adjusted in accordance with Condition 19.f, if applicable, and then calculated on the basis of the Underwriters receiving or retaining pro rata premium.

Notice shall be deemed to be duly received if sent by pre-paid letter post properly addressed to the Insured's or the Insured's broker's last known address.

j. **Fraudulent Claims**

If any claim under this Insurance is in any respect fraudulent this Insurance shall become void ab initio.

Complaints Procedure

If your complaint is about the way a policy was sold to you

If at any time you have any query or complaint regarding the way the policy was sold, you should refer to the insurance intermediary who sold the policy to you.

If your complaint is about the administration of the policy

We always aim to provide a first-class service. However, if you should have a query or complaint regarding the administration of the policy, you may contact us:

Complaints department
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

Email: complaints@amtrusteurope.co.uk

Telephone: 0115 934 9852

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer. If we have not given you an answer in eight weeks we will tell you how you can take your complaint to the Financial Ombudsman Service for review.

If, following our final response or after 8 weeks, you are still not satisfied you can contact the Financial Ombudsman Service:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.
By telephone on 0845 080 1800 or 0300 123 9123
By e-mail complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right you have to take action against us.

EMPLOYERS', PUBLIC & PRODUCTS LIABILITY INSURANCE

1 OPERATIVE CLAUSE

Whereas the Insured named in the Schedule has made to the Underwriters a Proposal, which is hereby agreed to be the basis of this Insurance and deemed incorporated herein, the Underwriters hereby agree to indemnify the Insured, in consideration of the payment of the Premium stated in the Schedule, against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the laws of any country but not where the action is brought in a court of law in or any judgment, award, payment, settlement or proceedings are made within territories which operate under the laws of the United States of America or where any order or proceedings are made anywhere in the World to enforce such judgment, award, payment or settlement either in whole or in part.

This indemnity applies only to such liability as is set out in each insured Section of this Insurance arising in the ordinary course of the Business specified in the Schedule, subject always to the terms and conditions of such Section and of this Insurance as a whole. Only those Sections where an amount has been inserted under Limit of Liability in the Schedule are insured.

2 DEFINITIONS

For the purpose of determining the indemnity granted:

a. **Injury**

the term "Injury" shall mean death, bodily injury, illness or disease of or to any person;

b. **Damage**

the term "Damage" shall mean physical loss, destruction or damage to tangible property;

c. **Pollution**

the term "Pollution" shall mean any pollution or contamination of the atmosphere or of any water, land or other tangible property;

d. **Product**

the term "Product" shall mean any physical property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit;

e. **Proposal**

the term "Proposal" shall mean a written proposal made by or on behalf of the Insured to the Underwriters for the insurance evidenced by this Insurance, including any statements, declarations, warranties or information upon which the Underwriters have relied and, where a

special form or presentation has been used for the purpose, bearing the date stated in the Schedule;

f. **Business**

the term "Business" includes:

- i. the ownership or occupation of premises by the Insured including incidental repair and maintenance for the purpose of the Business;
- ii. the provision of canteen social sports and welfare organisations for the benefit of Employees;
- iii. fire, first aid and ambulance services;
- iv. private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured;

g. **Territorial Limits**

the term "Territorial Limits" means:

- i. the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- ii. elsewhere in the World where Employees of the Insured who are normally resident in i. above are on a temporary visit on the Business of the Insured;

h. **Employee**

the term "Employee" means:

- i. any person who has entered into or works under a contract of service or apprenticeship with the Insured;
- ii. any labour-master and/or person supplied by him;
- iii. any person employed by a labour-only subcontractor;
- iv. any self-employed person performing work under a similar degree of control and direction of the Insured as a person under a contract of service or apprenticeship with the Insured;
- v. any person who is hired to or borrowed by the Insured;
- vi. any person who is engaged under a work experience or youth training scheme;

while working for the Insured in connection with the Business;

i. **Offshore**

the term "Offshore" means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform;

j. **Sexual Nature**

the term "Sexual Nature" means but is not limited to sexual gratification, discrimination, coercion, harassment or pressure of any kind.

k. **Underwriters**

the term "Underwriters" means AmTrust Europe Ltd

3 DEFENCE COSTS

Subject always to Clause 6, Limit of Liability, the Underwriters will pay all reasonable legal costs and expenses incurred by the Insured with the Underwriters' prior consent, such consent not to be unreasonably withheld:

- a. in the investigation, defence or settlement of; and/or
- b. as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to;

any occurrence which forms or could form the subject of indemnity by this Insurance ("Defence Costs").

4 INDEMNITY TO OTHERS

The indemnity granted extends:

- a. at the request of the Insured, to any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant indemnity and subject always to Clauses 9.a. and 14.c.iii.;
- b. to officials of the Insured in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees;
- c. at the request of the Insured, to any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured;
- d. to the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;

- e. to the personal representatives of the estate of any person indemnified by reason of this Clause 4 in respect of liability incurred by such person;
- f. with respect to Section A to any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim had been made against the Insured;

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

5 CROSS LIABILITIES

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other such person or party, subject to the Underwriters' total liability not exceeding the stated Limit of Liability.

6 LIMIT OF LIABILITY

Regardless of the number of Insureds, additional Insureds or entities comprising the Insured or the number of claims or claimants or any other reason whatsoever, the Underwriters' liability to pay damages, including claimants' costs, fees and expenses, shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause, but in respect of liability arising out of Pollution and Products separately the Limit of Liability represents the Underwriters' total liability in respect of all occurrences.

Should liability arising from the same originating cause form the subject of indemnity by more than one Section of this Insurance, each Section shall be subject to its own Limit of Liability, provided always that the total amount of the Underwriters' liability shall not exceed the single greatest Limit of Liability available under the Sections providing indemnity.

Defence Costs will be payable in addition to the Limit of Liability, however, if a payment in excess of the amount of indemnity available under this Insurance is necessary to dispose of a claim or series of claims arising out of one event, the Underwriters' liability in respect of such Defence Costs shall be such proportion of the total Defence Costs incurred as the amount of the indemnity available under this Insurance bears to the total amount necessary to dispose of the claim.

Under Section A the Underwriters will also pay all other costs and expenses incurred with their prior written consent in diminution of the Limit of Liability.

The above is limited to GBP 50,000 in respect of legal and other defence fees arising out of any one occurrence for representation of the Insured at:

- a. any Coroner's Inquest or Fatal Accident Inquiry in respect of death and at which an Employee or principal of the Insured has been requested to give evidence;

- b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury;

which may be subject to indemnity under this Insurance.

7 INDEMNITY TO PRINCIPAL

Where any contract or agreement entered into by the Insured for the performance of work so requires the Underwriters will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

SECTION A – EMPLOYERS' LIABILITY

8 SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for his liability at law for damages and claimant's costs and expenses in respect of Injury to any Employee occurring during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business.

9 SECTION A - EXTENSION - HEALTH AND SAFETY AT WORK ACT AND CORPORATE MANSLAUGHTER

The Underwriters will additionally under this Section A indemnify the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Underwriters' consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- a. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b. the Corporate Manslaughter and Corporate Homicide Act 2007;

provided always that:

- c. the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business and in connection with a claim in respect of which the Insured is entitled to indemnity under this Section A;
- d. the Underwriters shall not provide indemnity in respect of:
 - i. fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;

- ii. any circumstances for which indemnity is provided by any other insurance;
- iii. proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- iv. proceedings which arise out of any activity or risk excluded from this Insurance.

The liability of the Underwriters in respect of all such legal costs and expenses shall not exceed the sum of GBP 1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences.

10 SECTION A - EXCLUSIONS

This Section does not cover:

a. Offshore

liability arising Offshore;

b. Road Traffic Act

Injury to any Employee arising when such Employee is:

- i. carried in or on any vehicle
- ii. entering or getting on to or alighting from a vehicle;
- iii. in circumstances which require insurance or security under any road traffic legislation;

11 COMPULSORY INSURANCE

The Insurance granted by this Section A is deemed to be in accordance with the provisions of any law enacted in the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands relating to compulsory insurance of liability to employees. If, however, there shall have been non-observance of any conditions of this Insurance by the Insured and the Underwriters shall have paid any sum which the Underwriters would not have paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

12 INCIDENT LOG BOOK

It is a condition of this Section A that the Insured shall keep a log book of all incidents (no matter how trivial) that occur on the premises and such book shall be kept available for inspection by the Underwriters.

SECTION B - PUBLIC LIABILITY

13 SECTION B - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability more specifically insured against elsewhere in this Insurance.

14 SECTION B - EXCLUSIONS

This Section does not cover

a. Motor Vehicles

liability arising directly or indirectly out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than liability:

- i. arising from the use of plant as a tool of trade on site or at the Insured's premises;
- ii, arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;
- iii. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;

b. Aircraft & Watercraft

liability arising directly or indirectly out of the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);

15 SECTION B – EXTENSION - CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ACT 2007

This Section B extends to indemnify the Insured in respect of legal costs and expenses incurred with the Underwriters' prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in the course of the Business.

Provided always that:

- a. the Underwriters' liability under this extension shall not exceed GBP 5,000,000 in any one Period of Insurance or the Limit of Liability stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule;
- b. this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c. the Underwriters must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured;
- d. the Insured shall give to the Underwriters immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension;
- e. in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding;
- f. the Underwriters shall be under no liability:
 - i. where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge;
 - ii. in respect of fines or penalties of any kind;
 - iii. in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1. the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder;
 - 2. the Food Safety Act 1990 or any regulations made thereunder;
 - 3. the Consumer Protection Act 1987 or any regulations made thereunder;
 - iv. where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance;
- g. where the Underwriters have already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Insurance the amount paid under that Section will be taken into account in arriving at the Underwriters' liability payable under this extension.

SECTION C - PRODUCTS LIABILITY

16 SECTION C - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but only against liability arising out of or in connection with any Product but not against liability more specifically insured elsewhere in this Insurance.

17 SECTION C - EXCLUSIONS

This Section does not cover:

a. Damage to Products

liability for Damage to any Product or part thereof;

b. Product Guarantee

liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

c. Recall

liability arising directly or indirectly out of the recall of any Product or part thereof;

d. Aviation Products

liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery, electrics, electronics or controls of any aircraft or spacecraft.

e. Design

liability arising from advice, design, formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged.

f. Employees

liability for injury caused to any employee of the Insured arising out of or in the course of such persons employment by the Insured in the business.

18 GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

This Insurance does not cover:

a. Deliberate Acts

liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative

management of the need to take all reasonable precautions to prevent Injury or Damage;

b. **Contractual Liability**

liability assumed by the Insured under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to the Insured in the absence of such clause, warranty, contract, agreement or guarantee;

c. **Other Insurance**

any expense or liability covered under or indemnified by any other policy of insurance, however, this exclusion shall not apply to any expense or liability in excess of the limit of indemnity in such other policy of insurance;

d. **Fines, Penalties, Punitive and Liquidated Damages**

liability for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever including liquidated damages;

e. **Asbestos**

liability 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, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Liability of GBP 5,000,000 shall apply.

It is a condition precedent to the liability of the 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.

f. **War and Terrorism**

liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- ii. any act of terrorism;

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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes liability 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 i. and/or ii. above.

If the Underwriters allege that by reason of this exclusion, any liability is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

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

The above exclusion does not apply to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of GBP 5,000,000 shall apply.

g. Radioactive Contamination and Explosive Nuclear Assemblies

liability arising directly or indirectly out of ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

h. Pollution (in respect of Sections B & C only)

liability arising out of Pollution:

the above exclusion does not apply in respect of Pollution caused by a sudden, specific and identifiable event occurring during the period of insurance and provided the Insured has taken all reasonable precautions to prevent loss by Pollution.

There is no cover for Pollution in respect of:

i. Premises Owned

liability for Damage to premises presently or at any time previously owned or tenanted by the Insured;

ii. Land Occupied

liability for Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care, custody or control.

i. Sexual Abuse

liability arising directly or indirectly out of or in connection with any actual or attempted conduct or contact of a Sexual Nature.

j. Care, Custody & Control (in respect of Sections B & C only)

liability for Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:

- i. premises or the contents thereof temporarily occupied by the Insured for work therein or thereon but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work;
- ii. clothing and personal effects belonging to employees and visitors of the Insured;
- iii. premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement;

19 GENERAL CONDITIONS

Conditions 19.b. to 19.d. are precedent to the Underwriters' liability to provide indemnity under this Insurance. If any breach of such conditions should occur the Underwriters shall have the option to exclude from the indemnity hereunder any claim which has arisen or may arise in connection with such breach.

a. Self-Insured Excess

The Underwriters shall only be liable for that part of each claim or series of such claims arising out of any one originating cause under this Insurance, excluding Defence Costs, which exceeds the amount of the Self-Insured Excess stated in the Schedule. The Insured shall retain the Self-Insured Excess for its own account and shall not insure it elsewhere.

b. Claims Notification

The Insured shall give to Underwriters immediate notice in writing during the Period of Insurance of:

- i. any claim made against any Insured which may fall within the scope of this Insurance;
- ii. the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against the Insured;
- iii. any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to such a claim being made against the Insured, giving reasons for the anticipation of such claim.

Additionally, the Insured and/or person claiming to be indemnified under this Insurance must:

- iv. notify the Underwriters in writing immediately they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Insurance;
- v. forward to the Underwriters immediately on receipt every letter, claim, writ, summons or process.

c. **Claims Handling**

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured nor shall any costs be incurred by the Insured without the written consent of the Underwriters; and the Underwriters shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings in the defence or settlement of any claim.

The Insured shall at all times give the Underwriters such information and co-operation as the Underwriters may reasonably require.

d. **Subrogation**

The Underwriters shall become subrogated to all rights of recourse and remedies of the Insured, before as well as after any payment by the Underwriters to the extent of such payment and the Insured shall take all reasonable steps to preserve such rights and remedies.

Notwithstanding the above, if any payment is made or may be made under this Insurance and the Underwriters are thereupon subrogated to the Insured's rights of recovery in relation thereto, the Underwriters agree not to exercise any such rights against any director or employee of the Insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

The Insured shall give all such assistance in the exercise of rights of recovery as the Underwriters may reasonably require.

e. **Material Information**

Underwriters shall at any time be entitled to void this Insurance by reason of any inaccurate or misleading information given by the Insured in the Proposal.

The Insured shall throughout the Period of Insurance give immediate notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal.

f. **Adjustment of Premiums**

If the Premium for this Insurance has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall at all times allow the Underwriters or their duly appointed representative to inspect such records. The Insured shall within one month from expiry of the Period

of Insurance furnish such particulars and information as the Underwriters may require. The premium for such period shall then be adjusted, if applicable, and the difference paid by or returned to the Insured, provided that the premium for any Period of Insurance shall not be less than any Minimum Premium stated in the Schedule.

g. Relinquishment

The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Insurance the amount of the Limit of Liability remaining under this Insurance or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid. Upon such payment being made, the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment.

However, if the Underwriters exercise the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Insurance then the Underwriters will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this Insurance bears to the total amount which in the opinion of the Underwriters at the time of relinquishment will be necessary to dispose of the claim.

h. Dispute

This Insurance shall be governed by English Law unless stated to the contrary. If any dispute arises in connection with the formulation, validity or interpretation of this Insurance, it is understood and agreed by both the Insured and the Underwriters that the dispute will be referred to non-binding Mediation at a convenient venue for both parties (failing agreement on this, the Mediation shall be held in London, England). Mediation shall be initiated by the delivery of a written notice of request for Mediation by one party to the other. Each party shall bear the expenses of its own representation and shall jointly and equally bear with the other party the expenses of the Mediation. Failing mutual agreement on a suitable Mediator, a Mediator shall be appointed by application to the President of the Law Society of England and Wales.

If Mediation cannot resolve the dispute then such dispute shall be submitted to the exclusive jurisdiction of the Courts of England. Both parties agree to comply with all requirements necessary to give such court jurisdiction.

i. Cancellation

This Insurance may be cancelled by or on behalf of the Underwriters by thirty days' notice given in writing to the Insured. The Premium shall then be adjusted in accordance with Condition 19.f, if applicable, and then calculated on the basis of the Underwriters receiving or retaining pro rata premium.

Notice shall be deemed to be duly received if sent by pre-paid letter post properly addressed to the Insured's or the Insured's broker's last known address.

j. **Fraudulent Claims**

If any claim under this Insurance is in any respect fraudulent this Insurance shall become void ab initio.

Complaints Procedure

If your complaint is about the way a policy was sold to you

If at any time you have any query or complaint regarding the way the policy was sold, you should refer to the insurance intermediary who sold the policy to you.

If your complaint is about the administration of the policy

We always aim to provide a first-class service. However, if you should have a query or complaint regarding the administration of the policy, you may contact us:

Complaints department
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

Email: complaints@amtrusteurope.co.uk

Telephone: 0115 934 9852

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer. If we have not given you an answer in eight weeks we will tell you how you can take your complaint to the Financial Ombudsman Service for review.

If, following our final response or after 8 weeks, you are still not satisfied you can contact the Financial Ombudsman Service:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.
By telephone on 0845 080 1800 or 0300 123 9123
By e-mail complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right you have to take action against us.

Endorsement to AmTrust Europe Limited Policy Wording

With immediate effect the regulatory information for AmTrust Europe Limited contained in your policy wording has changed.

Following the regime change from the Financial Services Authority (FSA) to the dual regulator Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) the correct regulatory information can be confirmed as follows:

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, (registered No. 1229676) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189.

These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.