

# Contract Cleaners Tools

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# Certificate Wording

# Tools Policy Wording

## CUSTOMER SERVICE INFORMATION

### The Underwriters

This insurance is provided by DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's. Registered in England and Wales No. 008330551. Registered Office: 71 Fenchurch Street, London, EC3M 4BS.

DTW 1991 Underwriting Limited is an Appointed Representative of R&Q Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Syndicate DTW1991 at Lloyd's is managed by R&Q Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No: 224442.

R&Q Managing Agency Limited is registered in England No. 04690709

Registered office is:

71 Fenchurch Street  
London  
EC3M 4BS

### The Coverholder

Your Policy has been arranged through Commercial Express Quotes Limited who act as an agent of DTW 1991 Underwriting Limited in respect of this insurance under Binding Authority B6991SCO2015S01.

Commercial Express Quotes Limited is authorised and regulated by the Financial Conduct Authority No. 311067.

Commercial Express Quotes Limited is registered in England No. 03862468

The registered office of Commercial Express Quotes Limited is:

B1 Custom House,  
The Waterfront,  
Level Street,  
Brierley Hill,  
DY5 1XH

## POLICY GUIDE

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

In particular make sure that:-

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

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

### IMPORTANT

This policy has been issued to you based on the information supplied about yourself your tenants your BUSINESS and your PROPERTY in the Statement of Fact and other material information declared which forms the basis of the Contract between yourself and the UNDERWRITERS. It is therefore very important that you let your Insurance Broker know immediately of any changes that affect the information you have disclosed to us

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

In the event of a general enquiry or query relating to your policy you the INSURED should in the first instance contact your Insurance Broker or your intermediary who arranged this insurance or contact Commercial Express Quotes Limited at the address below:

B1 Custom House,  
The Waterfront,  
Level Street,  
Brierley Hill,  
DY5 1XH

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

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

Tel: 01732 848077

Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

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

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

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

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

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

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

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

It is understood by the INSURED that any information provided to the UNDERWRITER(S) regarding the INSURED will be processed by the UNDERWRITER(S) in compliance with the provisions of the Data Protection Act 1998.

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

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

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

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

## SENSITIVE INFORMATION

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

## CREDIT REFERENCE AGENCIES

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

## Guidance Notes in Relation to Collection of Excess

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

The INSURED will be asked to pay the EXCESS:-

To encourage the reporting of claim circumstances, in accordance with the condition precedent requirements in General Condition 15, the EXCESS will not be called for unless or until liability has been admitted or Defence Costs are incurred other than the UNDERWRITERS own salary and other internal costs. This will apply to all claims with the exception of third party property damage claims where the INSURED will be asked for the EXCESS as soon as the claim has been lodged and indemnity confirmed.

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

## ELTO NOTICE

### Employers' Liability Tracing Office - Notice to Policyholders

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

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

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

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

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

The Database will be managed by the ELTO.

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

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

## FRAUD PREVENTION AGENCIES

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

We and other organisations may also access and use this information to prevent fraud and money laundering when for example

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

We and other organisations that may access and use information recorded by fraud prevention agencies may do so from other countries

This is to Certify that in accordance with the authorisation granted under Contract to Commercial Express Quotes Limited to operate a binding authority underwriting agreement and to act on behalf of UNDERWRITERS whose names and proportions underwritten by them are supplied within the Schedule attaching to this Policy the said UNDERWRITERS are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

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

## SEVERAL LIABILITY CLAUSE

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

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

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

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

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

## COMPLAINTS

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

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

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

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

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

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

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

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

8YHUJg'cZ@cnXfg'Wza d'UJbh' d'fcW'Xi fYg'UfY'gYhci h'j'U'YUZYh M'ci f'7ca d'UJbh!' <ck'K'Y'7Ub'<Y'd'Uj UJUV'Y'Uh  
[www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

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

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

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

Financial Services Compensation Scheme (FSCS)

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

Financial Services Compensation Scheme

7<sup>th</sup> Floor

Lloyds Chambers

Portoken Street

London

E1 8BN

Tel: +44 (0)20 7 892 7300

Fax: +44 (0)20 7 892 7301

Web: [www.fscs.org.uk](http://www.fscs.org.uk)

GOVERNING LAW

The laws of England and Wales will apply to this Policy unless we agree otherwise with you in writing before issuing the Policy and any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the English Courts.



## GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule and endorsements and extensions

1. **BUSINESS** shall mean as described in the Schedule and shall include
  - (i) the ownership repair and maintenance of the **INSUREDS** own **PROPERTY**
  - (ii) the provision and management of canteen social sports and welfare activities for the benefit of the **INSURED** or **EMPLOYEES**
  - (iii) the provision and management of first aid fire security and ambulance services
  - (iv) the performance of private duties carried out by the **INSUREDS** **EMPLOYEES** with the written consent of the **INSURED** for any director partner or senior official of the **INSURED**and no other business for the purposes of this Policy
2. **EMPLOYEE** shall mean
  - (a) any person under a contract of service or apprenticeship with the **INSURED**
  - (b)
    - (i) any labour master or labour only sub-contractor or person supplied by any of them
    - (ii) any self-employed person
    - (iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **INSURED**
    - (iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme whilst working for the **INSURED** in the course of the **BUSINESS**
3. **EXCESS** shall mean the amount specified in the Policy Schedule for which the **INSURED** will be responsible in respect of each and every claim in respect of **LOSS OR DAMAGE** to **PROPERTY**
4. **GEOGRAPHICAL LIMITS** shall mean Great Britain Northern Ireland the Isle of Man and the Channel Islands
5. **INSURED** shall mean the person or persons or corporate body named in the Schedule and includes
  - (a) any subsidiary company which is named in the Policy Schedule operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - (b) at the written request of the **INSURED**
    - i. any director or **EMPLOYEE** of the **INSURED** while acting on behalf of or in the course of his employment or engagement by the **INSURED** in respect of liability for which the **INSURED** would have been entitled to indemnity under this Policy if the claim against any such person had been made against the **INSURED**
    - ii. any officer member or **EMPLOYEE** of the **INSURED**'s social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
    - iii. any director partner or senior official of the **INSURED** in respect of private work carried out by any **EMPLOYEE** of the **INSURED** for any such person with the consent of the **INSURED**
  - (c) in the event of the death of the **INSURED** the personal representatives of the **INSURED** in respect of liability incurred by the **INSURED** provided that such person shall as though he were the **INSURED** observe fulfil and be subject to the terms exceptions conditions and endorsements of this Insurance as far as they can apply
6. **LOSS OR DAMAGE** shall mean physical loss destruction or damage
7. **OVERNIGHT** is hereby defined as between the hours of 6pm and 6am
8. **PREMISES** shall mean the address shown on the Policy Schedule
9. **UNATTENDED** is hereby defined as when the vehicle is not in the custody or control of the **INSURED** or any **EMPLOYEE**
10. **UNDERWRITER(S)** shall mean DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's

## THE INSURANCE

The UNDERWRITERS hereby agree to indemnify the INSURED against LOSS OR DAMAGE to PROPERTY occurring within the GEOGRAPHICAL LIMITS during the Period of Insurance and subject to the terms and conditions of this Policy, provided that the UNDERWRITERS shall not be liable for more than the Total Sum Insured specified in the Schedule.

### BASIS OF SETTLEMENT

In the event of LOSS OR DAMAGE to PROPERTY the basis upon which the amount payable shall be calculated shall be as follows:

- a) Payment of the amount of the loss or;
- b) At the discretion of the UNDERWRITERS, the cost of replacement or repair of the PROPERTY

PROPERTY shall be defined as follows for the cover as specified in the Policy Schedule:

#### Standard Cover

Tools of trade and business equipment being portable hand tools and ladders (including power driven portable hand tools) business and office equipment, computer equipment and software and stock in trade (not otherwise insured) either the property of the INSURED and/or their EMPLOYEES whilst contained in a Vehicle under the custody or control of the INSURED and/or their EMPLOYEES and whilst UNATTENDED, but not left OVERNIGHT.

Or if shown as insured within the Policy Schedule hired in for which the INSURED and/or their EMPLOYEES are responsible under a written contract of hire for an amount not exceeding £1,500 any one occurrence or series of occurrences attributable to one original cause or source whilst contained in a vehicle under the custody or control of the INSURED and/or EMPLOYEES.

Cover includes tools and equipment (including portable electronic equipment) stored within your PREMISES left UNATTENDED and OVERNIGHT.

#### Extended cover

Tools of trade and business equipment being portable hand tools and ladders (including power driven portable hand tools) business and office equipment, computer equipment and software and stock in trade (not otherwise insured) either the property of the INSURED and/or their EMPLOYEES whilst contained in a Vehicle under the custody or control of the INSURED and/or their EMPLOYEES and whilst UNATTENDED, but not left OVERNIGHT.

Or if shown as insured within the Policy Schedule hired in for which the INSURED and/or their EMPLOYEES are responsible under a written contract of hire for an amount not exceeding £1,500 any one occurrence or series of occurrences attributable to one original cause or source whilst contained in a vehicle under the custody or control of the INSURED and/or EMPLOYEES.

Cover includes tools and equipment (including portable electronic equipment) stored within your PREMISES left UNATTENDED and OVERNIGHT.

Cover Includes tools and equipment (including portable electronic equipment) used on site for ordinary needs of the contract - 10% of each and every claim subject to a minimum amount of £100 and maximum amount payable of £500 whilst not UNATTENDED, and not left OVERNIGHT.

## EXCEPTIONS

The UNDERWRITERS shall not indemnify the INSURED for:

- (a) LOSS OR DAMAGE due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance, Fire or Explosion) depreciation delay or the carriage of explosives breakdown or failure
- (b) LOSS OR DAMAGE due to mechanical or electrical derangement
- (c) LOSS OR DAMAGE due to cleaning repairing or restoration
- (d) LOSS OR DAMAGE due to acts of fraud or dishonesty

- (e) LOSS OR DAMAGE to
  - a) money documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery
  - b) glass other than arising from the explosion or theft or accident to the conveying vehicle
- (f) Any consequential losses or any costs of replacing or reinstating data or rewriting documents
- (g) Theft from UNATTENDED Vehicles unless:
  - i) All doors, Windows and other openings are closed, securely locked and properly fastened
  - ii) Entry or Access to the vehicle has been affected by forcible and violent entry.
  - iii) Equipment if out of the view from the exterior of the vehicle.

## GENERAL CONDITIONS

All conditions in this Policy are to the extent they are able to take effect as conditions precedent to the liability of the UNDERWRITERS under this Policy deemed to be conditions precedent to the liability of the UNDERWRITERS.

1. **OBSERVANCE OF POLICY TERMS**  
The INSURED will observe and fulfil the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the INSURED
2. **REASONABLE PRECAUTIONS**  
The INSURED will take all reasonable precautions to prevent injury loss or damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations.
3. **MINIMUM SECURITY CLAUSE**  
The locks and security bolts at the PREMISES must be locked and secured overnight or when an EMPLOYEE(S) is in the PREMISES.  
The UNDERWRITERS will not provide any cover arising out of theft or attempted theft unless the protection is put into full and effective operation whenever the PREMISES are left UNATTENDED.  
All keys must be removed from the locks or bolts and hidden from view when the PREMISES are left UNATTENDED.
4. **ALTERATION OF TRADE OR BUSINESS**  
The INSURED will immediately notify the UNDERWRITERS in writing of any alteration in the trade or BUSINESS which may increase the risk of LOSS OR DAMAGE.
5. **CLAIMS - INSURED' S ACTION**  
Whenever anything occurs which might give rise to a claim under this Policy the INSURED will
  - a. Immediately notify UNDERWRITERS and provide such written information or details as maybe required.
  - b. Send to the UNDERWRITERS immediately on receipt and unacknowledged every letter claim write summons or process relating to a claim
  - c. All losses involving theft or disappearance shall be reported immediately to the police
6. **CLAIMS - UNDERWRITERS RIGHTS**  
The UNDERWRITERS having been advised of a claim under this Policy will be entitled to undertake in the name of the INSURED defence control or settlement of any claim and for its own benefit take proceedings in the INSURED'S name to mitigate the loss.
7. **UNDERWRITERS RIGHTS AFTER A LOSS**  
The UNDERWRITERS shall be entitled on the happening of any LOSS OR DAMAGE to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to the UNDERWRITERS.
8. **OTHER INSURANCES**  
If at the time of any LOSS OR DAMAGE to PROPERTY there is any other insurance covering the same property the UNDERWRITERS shall not be liable for more than their rateable proportion of any claim for such LOSS OR DAMAGE
9. **CLAIMS - CO-OPERATION**  
The INSURED will provide all help assistance and co operation required by the UNDERWRITERS in connection with any claim.
10. **PAYMENT OF PREMIUM**  
The Premium will be paid when due otherwise all benefit under this Policy will be forfeited.
11. **MISDESCRIPTION**  
The Policy will be void able in the event of nondisclosure of any material information or fact or misrepresentation or misdescription.

12. LAW GOVERNING THE POLICY

Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and the INSURED will submit such dispute or difference to the exclusive jurisdiction of the English Courts

13. CANCELLATION

The UNDERWRITERS may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the INSURED'S address last known to the UNDERWRITERS and in such event the UNDERWRITERS will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

The INSURED may cancel this Policy at any time by giving the UNDERWRITERS written notice and in such event the UNDERWRITERS will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:

1. No claims having been made and no incidents having arisen that could result in a claim under this Policy
2. A minimum premium of £25 plus Insurance Premium Tax being retained by the UNDERWRITERS

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

It is hereby understood and agreed that the following additional Terms and Conditions apply in respect of the above referenced Policy:

14. AVERAGE CLAUSE

This Insurance 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 OR DAMAGE be of greater value than the sum insured hereby, the INSURED shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Insurance bears to the total value of the said property.

15. EXCESS

The EXCESS is a condition precedent and in the event the EXCESS is not paid when requested the UNDERWRITER(S) will not pay the claim under this Policy and the INSURED will have to pay any claims in full and may be liable to repay any costs incurred by UNDERWRITER(S) up to the time of failure to pay the EXCESS.

## GENERAL POLICY EXCEPTIONS

The following exclusions will apply to the indemnity given under the whole of this Policy (including all Sections and Endorsements) unless otherwise indicated.

The UNDERWRITERS shall not provide indemnity under this Policy in respect of any:

1. **RADIOACTIVE CONTAMINATION**  
LOSS OR DAMAGE cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
  - i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
2. **WAR**  
LOSS OR DAMAGE cost or expense of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or LOSS OR DAMAGE to property by or under the order of any government or public or local authority
3. **SONIC BANG**  
LOSS OR DAMAGE or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. **TERRORISM**  
LOSS OR DAMAGE cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - i) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - ii) any action taken in controlling preventing suppressing or in any way relating to the act of terrorism

For the purpose of this exception an act of terrorism shall mean any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

If the UNDERWRITERS allege that by reason of this exception any LOSS OR DAMAGE cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the INSURED.

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

5. **ELECTRONIC CYBER LIABILITIES**  
LOSS OR DAMAGE cost or expense of whatsoever nature caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

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

- (a) the response of a computer to any date or date change or
- (b) the failure of a computer to respond to any date or date change or
- (c) the loss of or denial of access to any data either the INSURED owns or third party
- (d) any LOSS OR DAMAGE to or change or corruption in data or software on a computer or computer system or
- (e) any computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

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

6. MISUSE OF THE INTERNET AND EXTRA-NET

LOSS OR DAMAGE cost or expense of whatsoever nature caused directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the INSURED'S own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means

7. ASBESTOS

LOSS OR DAMAGE cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or materials or products containing asbestos or any other component building material hazardous to health whether or not there is another cause of loss which have contributed concurrently or in any sequence to a loss.

8. MICRO-ORGANISMS

LOSS OR DAMAGE costs or expenses directly or indirectly arising out of or relation to mould, mildew, fungus, spores or other micro-organism of any type, nature, or description including but not limited to any substance whose presence poses an actual or potential threat to human health

This Exception applies regardless whether there is

- i) any LOSS OR DAMAGE to insured property
- ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- iii) any loss of use; occupancy; or functionality
- iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

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

9. POLLUTION AND CONTAMINATION

LOSS OR DAMAGE due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exception does not apply if such LOSS OR DAMAGE arises out of one or more of the following perils

- Fire, Lightning, Explosion, Impact or aircraft
- Vehicle Impact, Sonic Boom
- Accidental escape of water from any tank apparatus or pipe
- Riot, Civil Commotion, Malicious Damage
- Storm, Hail
- Flood Inundation
- Earthquake
- Landslide, Subsidence
- Pressure of Snow, Avalanche
- Volcanic Eruption

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

10. BIOLOGICAL OR CHEMICAL MATERIALS

LOSS OR DAMAGE cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.