



Office MD

Certificate Wording

Guide to Office Certificate Wording

This insurance is designed to provide cover for You as owners and/or occupants of offices.

There are certain obligations contained in this Certificate that are important to us and that We rely upon You to comply with. The obligations clearly set out what You must do and what You must not do to ensure coverage under this Certificate is not prejudiced.

You should note that if You do not comply with the obligations, in certain circumstances specific coverage will be excluded or the Certificate may be considered void

If You are unsure as to what an obligation means or You may not be able to comply with the terms you should consult with Your insurance advisor.

The Certificate defines what is covered under separate sections A-F. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole Certificate are contained within General Exclusions section and We will not pay a claim if these exclusions are applicable.

The General Certificate conditions sets out certain rights of You and Us and include clauses that apply to the whole of the Certificate.

The Certificate Definitions provide the meaning to words and phrases wherever they appear in the Certificate. You will see words in bold which means that wherever they appear in this Certificate they are a definition.

The Schedule attaching to this Certificate will set out the period of this insurance and specify which Sections of this Certificate are operative including the Sums Insured.

The Schedule may also contain clauses additional to the Certificate wording that Underwriters have imposed placing additional obligations on You and/or limiting coverage. The terms of those clauses will be attached to the Certificate in the form of an endorsement.

In the unlikely event You feel that You need to make a complaint concerning this insurance You will find this in our complaints procedure section.

Reading the Certificate

It is strongly recommended that YOU read the Certificate including the Certificate Schedule and any endorsements to ensure that the Certificate meets with your requirements.

In the event that the Certificate does not meet with your requirements and/or that YOU are unable to comply with any of the obligations, terms and conditions YOU should immediately advise your insurance advisor. The Underwriters will then decide whether or not to agree to a variation of the Certificate. However, the terms of the Certificate will remain effective unless Underwriters have agreed to a variation in writing.

INDEX

Guide to Office MD Certificate Wording		2
Authorised Certificate		4
Obligations		5 - 7
Claims & Remedy Condition		7
Section A Buildings		8 - 12
Section B Contents		13 - 15
Section C Business Interruption		16 - 17
Section D Money		18 - 19
Section E Book Debts		20
General Exclusions		21 - 24
General Conditions		24 - 27
Certificate Definitions		28 - 31
Complaints Procedure		32 - 33

Authorised Certificate

This Certificate and any replacement Schedule and/or endorsement are to be read together as one document.

This Certificate is a legally binding contract which You have made with Underwriters.

In consideration of the payment by You of the premium specified in the Schedule Underwriters agree (subject to the terms, conditions and exclusions of the Certificate) to indemnify You against Damage, accident or injury occurring during the Period of Insurance.

Provided always that:-

(i) The liability of the Underwriters shall not exceed the Sums Insured or limits of liability stated in the Schedule or such other Sums Insured or limits of liability as maybe substituted by endorsement or attached hereto;

(ii) This Certificate insures You only in respect of the sections where a Sum Insured or a limit of liability is specified in the Schedule

Any dispute arising out of or in connection with this Certificate shall be subject to and construed solely in accordance with the laws of England and Wales. You and the Underwriters agree that all disputes arising out of or in connection with the Certificate shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.



This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20% for their proportion for all sections.

Obligations

You have an obligation in your Proposal to answer any questions honestly and accurately make a fair presentation of the risk and disclose every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and on what terms, conditions and premium) as otherwise Underwriters shall be entitled to remedy their position in accordance with the Claims and Remedy conditions of this Certificate.

These obligations apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by Underwriters.

Without prejudice to Underwriters rights, if You are unsure as to what constitutes a fair presentation of risk, a material fact or circumstance, or if You have any questions concerning the Certificate terms and conditions, You should check with Your insurance advisor.

The Certificate contains important obligations terms and conditions that must be complied with including but not limited to:

Alteration in Risk

You must immediately notify Underwriters if the risk has altered:

- a) by removal of any fire and security protections or building component designed to prevent Damage to the Property Insured, or
- b) whereby the risk of Damage accident or liability is increased ,or
- c) by the Business being wound up or carried on by a liquidator or receiver or permanently discontinued ,or
- d) whereby the Your interest ceases except by will or operation of law, or
- e) by a change in the type of business You operate, or the Buildings becoming Unoccupied

otherwise the Certificate will be treated as cancelled and all cover will terminate unless You have notified Underwriters of any such alteration (s) and at their option they have agreed in writing to vary the Certificate.

Reasonable Precautions

You must;

- a) take all reasonable precautions to prevent occurrences which may give rise to Damage or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

otherwise Underwriters may refuse to pay your claims or provide indemnity under this Certificate

Intruder Alarm

Where the Premises has an Intruder Alarm installed You must ensure that You comply with 1-6 below otherwise all claims caused by or arising from theft, attempted theft or unauthorised entry to the Buildings will be excluded.

- 1) Such installation must not be altered or amended in any way unless such amendment or alteration has been approved in writing by the Underwriters.
- 2) Such installation must be maintained under contract by a company approved by the National Security Inspectorate (NSI), or the Security System and Alarm Inspections Board (SSAIB) or as otherwise approved by Underwriters
- 3) You shall immediately notify the Insurers upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been (or will be) reduced or delayed.
- 4) The Premises must not be left unattended unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation.
- 5) If the level of alarm response is reduced to no police attendance Keyholder response only; and the Insured shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and Police.
- 6) In the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set, a Keyholder shall attend the Premises as soon as reasonably possible.

Obligations (continued)

Physical Security

You must ensure that all locks bolts shutters and other protective measures at the Premises are in full and effective operation whenever the Premises are left unattended otherwise all claims caused by or arising from theft, attempted theft or unauthorised entry to the Buildings will be excluded.

Residential Tenants

You must ensure that any residential portion(s) of the Premises are not let or used by;

- a) referred by local authorities or the department of social security, or
- b) asylum seekers

otherwise the perils of fire and malicious persons will be excluded.

Weekly Waste

You must ensure 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 otherwise the Defined Perils of fire and explosion will be excluded.

Maintenance and Safety

It is important that You comply with requirements a) - d) below otherwise all Damage arising from or caused by Defined Perils of fire and explosion will be excluded.

You must:

- a) If the Premises or any part thereof is let as residential accommodation You must comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer.
- b) If You are responsible for gas installations at commercial Premises, annual maintenance checks must be undertaken and at the commencement and throughout the currency of this insurance You must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer.
- c) If You are responsible for the electrical installations at the Premises, at the commencement of this insurance and at all times throughout the currency of this insurance You must be in possession of an electrical installation condition report (EICR) that:
 - i) covers the whole of the electrical installation(s)
 - ii) is less than five years old and issued by a contractor approved and registered with one of the following:
 - National Inspection Council for Electrical Installation Contractors (NICEIC)
 - Electrical Contractors Association (ECA)
 - National Association of Professional Inspectors and Testers (NAPIT)
 - Electrical Self Assessment (ELECSA)
 - iii) documents that all C1 or C2 deficiencies or defects have been remedied.
- d) In respect of any vessel, machinery or apparatus or its contents belonging to You or under Your control which is required to be examined to comply with any Statutory Regulations such vessel, machinery or apparatus shall be the subject of:
 - i) inspection(s) under contract, and
 - ii) regular maintenance schedules

and You must be in the possession of such certificates of inspection and evidence of maintenance

Portable Heating

You must not provide, use or store on the Premises paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the Underwriters prior to such use or storage otherwise all Damage arising from or caused by defined perils of fire and explosion will be excluded.

Obligations (continued)

Stock

You must ensure that that all Stock stored at or below ground level or in basements is raised on racking, stillages, pallets or other apparatus to allow at least 15 centimeters airspace between the Stock and floor level otherwise all Damage arising from or caused by the following Defined Perils will be excluded:

- a) Flood excluding Damage attributable solely to a change in the water table level
- b) overflowing, discharge or leaking of any sprinkler apparatus
- c) escape of water or oil from any tank, apparatus or pipe

Claims & Remedy Condition

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this Certificate.

Your claim will be managed from within Our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure Your claim is settled for the correct amount as quickly as possible.

It is important that You:

- a) have made a fair presentation of the risk and disclosed every material fact and circumstance, and
 - b) have complied with the obligations, terms and conditions contained in the Certificate throughout this period of insurance
- otherwise Your claim may not be paid.

If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless Underwriters shall be entitled to

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid

If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless Underwriters shall be entitled, if cover would not have been offered, to

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid

If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless Underwriters shall be entitled, if cover would have been offered, to

- (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- (ii) reduce proportionately the amount to be paid on a claim if Underwriters would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one Premises is stated in the Schedule the proportion of the premium charged for the Premises that has sustained Damage will be applied.

Section A - Buildings

Cover and Basis of Settlement

Underwriters agree that if during the Period of Insurance, an item of Buildings at the Premises sustains Damage due to a Defined Peril, then following an Insured Event under this Section Underwriters will pay You:-

- (i) the Cost of Reinstatement of the Buildings provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below, We will pay the to reinstate the damaged Buildings belonging to You in accordance with the reinstatement.
- (ii) Where reinstatement or replacement of the Buildings does not take place in accordance with (i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

Reinstatement Conditions

- i) Underwriters' liability for the repair or replacement of Buildings damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable in the absence of this Reinstatement Basis of Indemnity shall be made:-
 - a. unless reinstatement commences within 12 months of Damage occurring unless otherwise agreed by Underwriters;
 - b. until the Cost of Reinstatement shall have been actually incurred;
 - c. if the Buildings at the time of the Damage shall be insured by any other insurance effected by the You or on Your behalf which is not upon the same basis of reinstatement.

Subject always to Underwriters liability not exceeding the limits and Sum Insured stated in the Schedule.

Alternative Basis of Settlement Condition

Where Cost of Reinstatement is not applied Underwriters agree that if, during the Period of Insurance, an item of Property Insured at the Premises sustains Damage arising from an Insured Event under this Section by a Defined Peril then Underwriters will pay You, whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear
,or
- ii) the diminution in value of the Property Insured, or

in the event settlement under i) or ii) above is not applied then Underwriters will make a suitable alternative measure of settlement.

Subject always to Underwriters liability not exceeding the limits and Sum Insured stated in the Schedule.

Exclusions applying to this section

The following exclusions apply to this Section:

- a. the amount of the Excess stated in the Schedule
- b. loss by delay, loss of market, Consequential Loss of any and every description

Section A - Buildings (continued)

- c. Property Insured more specifically by or on behalf of You or more specifically covered under another Section of this Certificate
- d. Damage to any Property Insured directly or indirectly caused or contributed from:
 - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect unless resulting from Damage not otherwise excluded
 - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from Damage not otherwise excluded
 - iii) change in climatic or atmospheric conditions or in water table levels,
 - iv) theft, wind, rain, hail, sleet, snow, flood or dust Damage to movable property in the open, fences and gates,, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and Outbuildings.
 - v) infidelity or dishonesty by You or any of Your Employees or other persons to whom Property Insured may be entrusted or loss, destruction or Damage resulting from You voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
 - vi) any unexplained loss or loss or shortage disclosed on taking inventory ,misfiling or misplacing of information
 - vii) theft or attempted theft:
 - a) unless accompanied by forcible and /or violent entry into or exit from the Building or involving violence or the threat of violence
 - b) if Damage is caused when the Buildings are occupied by Asylum Seekers
 - viii) any loss in excess of £ 5,000 for Damage caused by malicious persons authorised to be in the Buildings at the time of the Damage
 - ix) any undamaged part or item forming part of a set.
 - x) Damage to:
 - a) property or structures in course of construction or erection and materials or supplies in connection with all such property ,and
 - b) land, roads, piers, jetties, bridges, culverts or excavations

Limit of Indemnity

Underwriters' liability in respect of all incidents of Damage to an item of Buildings during the Period of Insurance shall be limited as follows:

- (i) If an individual Sum Insured is specified on the Certificate Schedule for that item, Underwriters' liability shall be limited to that Sum Insured;
- (ii) In any event, Underwriters' liability shall in no circumstances exceed, in the aggregate, the total Sum Insured for the category of Buildings on the Schedule under which that item falls

Section A - Buildings (continued)

But:-

- (i) In the event that, at the time of Damage any Buildings are awaiting refurbishment, redevelopment or renovation, then Underwriters shall not be liable for any costs which would have been incurred by You in the absence of such Damage as part of that work.
- (ii) In the event that, at the time of Damage any Buildings are the subject of an existing contract or order for demolition then Underwriters' liability shall be limited to Removal of Debris.

Average

Each item insured under this Condition is declared to be separately subject to the following Condition of Average, namely:
If at the time of repair or rebuilding or replacement the Cost of Reinstatement which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the Sum Insured thereon at the commencement of any Damage to such property then You shall be considered as being Your own insurer for the difference between the Sum Insured and the sum representing the Cost of Reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The Excess shall not be reduced in the event that the Average clause applies to Your claim.

If the Alternative Basis of Settlement Condition is applied this Average clause is amended to:

The Sum Insured by each item is separately declared to be subject to Average.

In the event that the Sum Insured for any such item shall, at the commencement of Damage, be less than the value of the property covered, then the amount payable by Underwriters shall be proportionately reduced.

Other Insurances

If at the time of Damage resulting in a loss under this Section there be any other insurance effected by or on Your behalf of covering such loss or any part of it the liability of the Underwriters hereunder shall be limited to its rateable proportion of such loss.

Definitions specific to this Section

Cost of Reinstatement means:

- i) the rebuilding or replacement of property lost or destroyed which provided Underwriters' liability is not increased may be carried out:
 - a. in any manner You and the Underwriters' agree
 - b. on another site agreed by both You and the Underwriters
- ii) the repair or restoration of property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for Removal of Debris, European Community and Public Authorities, Architects Surveyors Legal and Consulting Fees

Architects Surveyors Legal and Consulting Engineers Fees means:

The reasonable cost of employing architects surveyors lawyers and consulting engineers in the reinstatement or repair of the Buildings consequent upon its Damage but not for preparing any claim.

Removal of Debris means following an Insured Event costs and expenses necessarily incurred by You with the consent of the Underwriters in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the Buildings
- d) clearing drains sewers and gutters at the Premises

Section A - Buildings (continued)

The Underwriters will not pay for any costs or expenses;

- a) incurred in removing debris except from the site of such property destroyed or Damaged and the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this Section

European Community and Public Authorities

Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of;

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye- Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of the lost destroyed or Damaged property thereby insured undamaged portions thereof

Excluding the cost incurred in complying with the Stipulations:-

- i) in respect of Damage occurring prior to the granting of this Extension
- ii) in respect of Damage not insured by this Section
- 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 period
- v) in respect of property entirely undamaged by any peril hereby insured against
- c) 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 arisen
- d) 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.

Extensions

Cover under this Section is extended to include:

- 1) Underground Services - accidental physical Damage to underground pipes services and cables at the Premises for which You are responsible.
- 2) Transfer of interest - if at the time of Damage to the Buildings covered by this Section You shall have contracted to sell Your interest in such Buildings and the purchase has not been but shall thereafter be completed the purchaser on completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this Section so far as it relates to such Damage without prejudice to Your or Our rights and liabilities under this Section up to the date of completion.
- 3) Automatic Reinstatement - in the absence of Your or Our written notice the Sum Insured reducing following Damage will be automatically reinstated as from the date of the occurrence subject to You undertaking to pay the appropriate additional premium.
- 4) Sanitary Ware - accidental breakage of sanitary fixtures and fittings for which You are responsible.

Section A - Buildings (continued)

- 5) Trace and Access - We will pay You the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage resulting from;
- a) the escape of water from any tank, apparatus or pipe serving the Buildings
 - b) accidental Damage to cables, underground pipes and drains serving the Buildings

Provided that the maximum amount payable under this Extension shall not exceed in any one period of insurance £2,500.

- 6) Rent Receivable - Following an Insured Event under this Section which renders the Buildings uninhabitable, in respect of Rent Receivable, We will pay to You the amount by which the Rent Receivable during the period of this insurance in consequence of the Damage, falls short of the rent which would have been received during the same period had the Damage not occurred, less any Savings in respect of expenditure payable out of Rent Receivable which reduces or ceases in consequence of the Damage.

In arriving at the amount of Rent Receivable such adjustment shall be made as may be necessary to provide for trend, variations or other relevant circumstances, either before or after the Damage, so that the figures thus adjusted shall represent as nearly as may be reasonable practicable the rent which but for the Damage, would have been obtained during the relative period after the Damage.

If following the Damage the amount of Rent Receivable is maintained by the provision of alternative accommodation by You such rent shall be taken into account in calculating the amount payable.

If at the time of Damage the Sum Insured by any item on Rent Receivable is less than the amount of rent which would have been received during the Period of Insurance if the Damage had not occurred (or a proportionately increased multiple thereof if the rental period exceeds 12 months) the amount payable shall be proportionately reduced.

Underwriters Limit of Liability on any item of Rent Receivable shall not exceed the Sum Insured stated in the Schedule.

Section B - Contents

Underwriters agree that if, during the Period of Insurance, an item of Property Insured at the Premises sustains Damage due to a Defined Peril, then following Insured Event under this Section Underwriters will replace the damaged items or at their option will pay You up to the inner limits within the Sum Insured as stated in the Schedule as follows:-

- (i) Trade Contents-
 - a) the cost of replacing the item as new, or
 - b) pay the cost of repairing any item.
- (ii) Stock and goods in trust- the cost price of the goods to You
- (iii) Household Goods - the cost of repair or replacement as new other than for clothing and soft furnishings for which a deduction for wear, tear and depreciation will be made.

provided that the Sum Insured is at least equal to replacing all items under this Section otherwise You shall be considered as being Your own Insurer for the difference and shall bear a rateable share of the Loss accordingly.

Business Equipment All risks extension (this only applies if this extension is operative on your Schedule)

Underwriters agree that if, during the Period of Insurance, an item of Trade Contents anywhere within the territorial limits stated in the Schedule sustains Damage, then following an Insured Event under this Section Underwriters will replace the damaged items or at their option will pay You either the cost of replacing the item as new or pay the cost of repairing any item.

Limit of Liability

The liability of the Underwriters under this Section shall not exceed the Sum Insured by each item stated in the Schedule.

Exclusions applying to this Section

Underwriters will not pay for:

1. consequential loss of any kind or description.
2. Damage caused by
 - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, the Insured's own faulty or defective design or materials; or
 - b. faulty or defective workmanship, operational error or omission on the part of the Insured or any of the employeesbut this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause.
3. Damage caused by
 - a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring scratching, vermin or insects; or
 - b. change in temperature or atmospheric or climatic conditions; or
 - c. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
 - d. erasure or distortion of information on computer systems or other recordsbut this shall not exclude such Damage which itself results from a Defined Peril or from any other cause not otherwise excluded
4. any loss from Unattended Vehicle or Trailer
5. Damage by confiscation or detention by Customs or other officials or authorities
6. Damage caused by
 - a. acts of fraud or dishonesty by the Insured's employees; or
 - b. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
 - c. any process of fitting, testing, servicing, repair, renovation or adjustment

Section B - Contents (continued)

7. theft or attempted theft following (this exclusion does not apply to Business Equipment All risks extension if operative) :
 - a. unless accompanied by forcible and violent entry into or exit from the Building or involving violence or the threat of violence
 - b. Loss or Damage caused when the Buildings are occupied by Asylum Seekers
8. the amount of the Excess specified in the Schedule in respect of each and every loss.

Extensions to Section B

Following an Insured Event under this Section cover is extended to include:

- a. Removal of Debris - costs and expenses necessarily incurred in the removal of debris following Damage to the Property Insured provided the amount payable by the Underwriters under this Extension shall not exceed £25,000
- b. Locks and Keys - costs of replacement locks or lock mechanisms and keys necessary to maintain the security of the Premises following theft of keys by force or violence subject to a maximum of £1,000 any one claim
- c. Architects Surveyors Legal and Other Fees - costs of architects surveyors consulting engineers legal and other fees necessarily incurred in the reinstatement of the Trade Contents following Damage provided the amount payable by the Underwriters under this Extension shall not exceed £25,000. Fees for the preparation of any claim are not included
- d. Public Authorities Costs - costs incurred to the Trade Contents where reinstatement is required solely to comply with any Act of Parliament or Local Authority bye-law provided that notice under such Act or bye-law had not been served on the Insured before Damage.
- e. Automatic Reinstatement - in the absence of written notice by You or by the Underwriters to the contrary the Sum Insured reducing following Damage insured will be automatically reinstated as from the date of the occurrence Your undertaking to pay the appropriate additional premium
- f. Seasonal Increase - the Sums Insured for Stock only shall be increased by 25% during the months of November and December and the first 14 days of January
- g. Temporary Removal - Trade Contents temporarily removed for cleaning renovation or repair within Buildings anywhere in the United Kingdom subject to the liability of the Insurers not exceeding 10% of the Sum Insured for Trade Contents
- h. Sanitary Ware - accidental breakage of sanitary fixtures and fittings for which You are responsible
- i. Fixed Glass Signs Blinds and Canopies - accidental Damage to fixed glass signs blinds or canopies occurring at the Premises including:
 - i. costs involved in necessary boarding up pending replacement of glass
 - ii. any lettering ornamentation or alarm foil
 - iii. Damage to contents of display windows showcases or counters provided that Underwriters shall not be liable for:
 1. more than £1,000 any one claim under i,ii or iii above in the aggregate and £1,000 any one sign blind or canopy unless otherwise stated herein
 2. Damage to frames or framework unless the glass therein is broken at the same time
 3. superficial cracks or chipping
- j. Underground Services - accidental physical Damage to underground pipes services and cables at the Premises for which You are responsible provided the amount payable by Underwriters under this Extension shall not exceed £25,000

Section B - Contents (continued)

- k. Goods in Transit - Damage to Stock and goods in trust under this Section B whilst in transit anywhere in the United Kingdom including:
- a. Damage arising from loading and unloading of vehicles
 - b. The costs of removal of debris and site clearance following Damage
 - c. The cost of the transfer of property to another vehicle following Damage insured
- Provided that:
- i) vehicles are maintained in a roadworthy condition
 - ii) security locks alarms and other security devices are maintained in an efficient working condition
 - iii) all doors be locked windows and other openings closed and securely fastened and all alarms and other security devices be made operative whenever the vehicles are left unattended.
 - iv) vehicles are contained in a securely locked building if left unattended overnight (for the purpose of this extension overnight shall mean from 9.00pm or whenever the vehicle was last occupied whichever is the earlier to 6.00am or until the vehicle is first used whichever is the later)
 - v) The Underwriters liability under this Extension shall not exceed £5,000 any one claim
 - vi) The Underwriters shall not be liable for the first £100 of each and every claim.
- i. Garden Furniture - Damage to garden furniture in the grounds of the Premises stated in the Schedule up to a maximum of £500 any one claim including theft not involving forcible and violent entry to the Premises but excluding the first £100 of each and every claim.
- m. Theft Damage to Buildings - Damage to the Buildings for which the Insured is responsible caused by theft or any attempt thereat provided that Underwriters shall not indemnify the Insured for more than 10% of the Trade Contents Sum Insured
- n. Loss of Metered Water - the unit cost of metered water at the current rate per cubic metre consumed as a direct result of Damage up to an amount not exceeding £2,500 in respect of any one claim and £5,000 in the aggregate in any one period of insurance. You must record the reading of the meter at intervals of not more than 30 days.
- o. Rent Payable - Your legal liability as tenant to pay rent for the period not exceeding two years during which the accommodation is un-tenantable up to a maximum of 25% of the Sum Insured by this Section.
- p. Damage to Landscaped Gardens - the cost of restoring any Damage done to landscaped gardens for which the Insured is responsible by the Emergency Services in attending the Premises up to a maximum of £1,000 in any one Period of Insurance.

Section C - Business Interruption

1. Definitions

(For the purpose of this Section only)

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

2. The Cover

Underwriters will indemnify You for loss of Net Revenue and Increased Cost of Working resulting from Damage at the Premises which causes interruption of or interference with Your Business provided that:

- a) An Insured Event has occurred under Section A or B of this Certificate, or
- b) payment has been made or liability admitted for the Damage under an insurance covering Your interest of the Property Insured at the Premises, or
- c) payment would have been made or liability admitted for the Damage but for the operation of a provision in such insurance excluding liability for losses below a specified amount

3. Limit of Liability

Underwriters liability in any one Period of Insurance shall not exceed in the Sum Insured by each item specified in the Schedule.

4. Basis of Claims Settlement

Loss of Net Revenue or Increased Cost of Working less any Savings.

5. Conditions

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

Section C - Business Interruption (continued)

6. Extensions

Cover under this Section is extended to include:

- 1) Loss of Net Revenue or Increased Cost of Working directly as a result of:
 - a) Denial of Access - Following Damage as a result of a Defined Peril to property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises whether the Property Insured is Damaged or not, but excluding Damage to property of any supply undertaking from which the Insured obtains electricity gas or water or telecommunications services which prevent or hinders the supply of such services
 - b) Loss of Utilities - Following an Insured Event under Sections A or B of this Certificate, failure of any public or private supply undertaking from whom You obtain electricity gas or water by but excluding:
 - i) where such failure is for a period of less than 60 minutes
 - ii) in consequence of the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply as a result of drought or any other reason
 - iii) in consequence of a fault in any part of the installation belonging to You
 - c) Suppliers - Following Damage as a result of a Defined Peril to Your supplier's premises that is situated within the United Kingdom but excluding the Premises of any public or private supply undertaking from whom You obtain electricity gas or water. Underwriters limit of liability under this Extension shall be 10% of the Sum Insured on Loss of Net Revenue or £25,000 whichever is the less.
 - d) Closure - of the Premises by the Authorities following:
 - i) an outbreak of any notifiable human infectious or contagious disease
 - ii) murder or suicide
 - iii) food poisoning or drink poisoning
 - iv) defective sanitary arrangements or vermin or pests other than the deliberate act of any supply undertaking to withhold the supply of water

Underwriters liability under this extension shall only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the Business shall be affected in consequence of the Damage.

- 2) Accountants Fees - the reasonable fees payable by You to Your professional accountants for producing such information or evidence as may be required by the Underwriters in connection with any claim under this Section up to 10% of the Sum Insured on Loss of Net Revenue or £25,000 whichever is the less.
- 3) Automatic Reinstatement - in the absence of written notice by You or the Underwriters to the contrary the Sum Insured reducing following the loss will be automatically reinstated as from the date of the occurrence provided that You undertake to pay the appropriate additional premium.
- 4) Alternative Residential Accommodation

If as a result of Damage the residential portions of the property are unfit to live in or access is denied the Underwriters will pay insofar as they are not otherwise insured;

- a) the costs of reasonable alternative accommodation and the temporary storage of residents furniture
- b) the cost of reasonable accommodation in kennels or catteries for residents' dogs and cats

Provided the liability of the Underwriters under this Extension shall not exceed 20% of the Sum Insured of the Property Insured that has been Damaged.

Section D - Money

Underwriters agree to indemnify You for amounts not exceeding the Sum Insured stated against each item(s) in the Schedule against:

- a) Damage to Money items from any cause whilst:
 - i) in the Premises outside Business Hours not contained in locked safes or strongrooms
 - ii) in Your private residence or the private residence of any authorised partner, director or Employee
 - iii) in the Premises outside Business Hours contained in locked safes or strongrooms described in the Schedule
 - iv) on the Premises during Business Hours
 - v) whilst in transit or bank night safe
 - vi) in a gaming, amusement or vending machine not exceeding £300 any one claim.
- b) Damage to Non Negotiable Items from any cause up to £250,000 in any one Period of Insurance.

Obligations specific to this Section

No cover will operate under this section unless:

- a)
 - i) You keep any till or cash register on the Premises open and unlocked outside of Business Hours
 - ii) You keep a daily record of all Money in transit and on the Premises and that such record shall be deposited in a safe place other than in the safes or place containing the Money
 - iii) outside of Business Hours the safes and strongrooms locked and the keys of the safes and strongrooms removed from the Premises.
- b) Where the amount of Money exceeds £ 1,000 in transit You ensure that the number of Insured Persons accompanying the transit meet with the minimum security stated below

Amount of Money in Transit	Minimum Security
GBP 2,500 - GBP 5,000	2 able bodied and responsible Insured Persons
GBP 5,001 - GBP 7,500	3 able bodied and responsible Insured Persons
GBP 7,501 - GBP 10,000	4 able bodied and responsible Insured Persons

where the amount of Money in transit exceeds GBP 10,000 a professional Security Company must be employed to carry out the transit otherwise no cover will operate under this Section provided that at all times Underwriters' liability does not exceed the Sum Insured stated in the Schedule.

Exclusions applying to this Section

The liability of the Underwriters under this Section excludes;

- a) Shortages due to clerical or accounting errors
- b) Damage due to the fraud or dishonesty of any person employed by You:-
 - i) not discovered within 7 working days of its occurrence
 - ii) 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
- c) Damage to Money and or Non Negotiable Items from:-
 - i) vending or gaming machines unless specifically stated in the Schedule
 - ii) unattended vehicles
 - iii) any unattended room in the Premises during Business Hours for an amount exceeding £ 500 unless in a locked desk or cupboard, strong box or safe with keys removed from the room
- d) Damage arising elsewhere than in the Territorial Limits

Section D - Money (continued)

- e) Damage to Money and or Non Negotiable Items from theft or attempted theft unless accompanied by forcible and violent entry into or exit from the Building or involving violence or the threat of violence
- f) Damage to Money in transit that is left unaccompanied
- g) The amount of any applicable Excess specified in the Schedule

Assault Section

In the event of Injury to an Insured Person as a direct result of assault, robbery or hold up or any attempt thereof at the Premises or whilst carrying Money belonging to the Business and insured under this Certificate, then the Underwriters will pay the Compensation specified in the Schedule in respect of the following;

- a) Death
- b) Loss of Sight
- c) Loss of Limb(s)
- d) Permanent Total Disablement
- e) Medical Expenses
- f) Temporary Total Disablement.

The Compensation payable in respect of Temporary Total Disablement shall not exceed the Insured Person's weekly remuneration from You.

Clauses applying to Assault Section:

- 1) In the event of any Injury, the Insured Person must place themselves under the care of a fully qualified medical practitioner and act upon such medical or surgical advice as is given as soon as practicable
- 2) You shall notify the Underwriters within 7 days of the incident giving rise to the claim providing all necessary details and obtain Your own expense any medical report(s) as may be required by the Underwriters
- 3) The Insured Person shall at the Underwriters request submit themselves to medical examination at the Underwriters' expense as often as they deem necessary
- 4) No Compensation shall be payable until the period of Disablement has been determined and (where Temporary) ceased
- 5) Notwithstanding anything to the contrary in 4) above, Underwriters may at their discretion pay any Compensation due at intervals in arrears
- 6) Compensation will only be paid by Underwriters on production of a medical certificate or other such written evidence from a qualified medical practitioner.

Exclusions applying to this Assault Section:

The liability of the Underwriters under this Section excludes;

- i) more than one item of a) to d) above in connection with the same incident, except that if any personal Injury is payable under item d) it shall be deducted from any amount subsequently paid under items a) b) or c)
- ii) Death Injury Permanent Total Disablement or Temporary Total Disablement caused or contributed to or arising from any pre-existing defect infirmity illness or disease.

Section E - Book Debts

1. Definitions applying to this Section Only

Outstanding Debit Balances - shall mean the total last recorded by the You under the provision of Condition b) 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 such total last recorded relates and the date of the Damage
- c) any abnormal condition of trade which had or could have had a material effect on the Business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

2. The Cover

The Insurers will indemnify the Insured in respect of Outstanding Debit Balances resulting from an Insured Event under Section B of this Certificate.

3. Limit of Liability

The Sum Insured stated in the Schedule during any one Period of Insurance.

4. Basis of Claims Settlement

The amount payable in respect of any one occurrence shall be the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof plus the additional expenditure incurred with the written consent of the Underwriters in tracing and establishing customers or members debit balances after the Damage.

5. Conditions

- a) Average - if at the time of Damage the Outstanding Debit Balances total is greater than the Sum Insured stated in the Schedule then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
- b) Maintenance of Records - At the end of each month You must record the total amount outstanding in customer' s accounts and such records shall be kept in Buildings elsewhere from the Premises.

6. Extensions

Cover under this Section is extended to include:

- 1) Temporary Removal - loss in respect of Outstanding Debit Balances caused by Damage to Your books of account or other Business records or documents whilst temporarily in Buildings occupied by persons acting on behalf of You or whilst in transit thereto and therefrom all within Great Britain Northern Ireland the Isle of Man or the Channel Islands.
- 2) Automatic Reinstatement - in the absence of written notice by You or the Underwriters to the contrary the Sum Insured reducing following the loss shall be reinstated to the full Sum Insured provided that the aggregate of the amounts reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured and You undertaking to pay the appropriate ad

General Exclusions

Asbestos Exclusion

This Certificate does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Building Works Exclusion

This Certificate does not cover any loss Damage or liability caused by or arising out of Building Works.

Contamination and Pollution Exclusion Clause

1. This Certificate does not cover any loss, liability, Damage or liability due to contamination, soot, deposit, 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.
2. This Exclusion does not apply if such loss or Damage arises out of one or more of the following perils:
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

General Exclusions (continued)

Electronic Data Exclusion

1) Electronic Data Exclusion

Despite any provision to the contrary within this Certificate or any endorsement, it is understood and agreed as follows;

- a) The Underwriters shall not be liable for any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

Computer Virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced 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 "time or logic bombs".

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

Listed Perils;

- i) Fire
- ii) Explosion

2) Electronic Data Processing Media Valuation

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

Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this Certificate inconsistent therewith:

In no case shall this Certificate cover loss Damage liability or expense 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
- iii) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

General Exclusions (continued)

Micro-Organism Exclusion Clause

This Certificate does not cover any loss Damage claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or Damage to Insured Property
- ii) any Defined 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 Exclusion replaces and supersedes any provision in this Certificate that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

Notwithstanding anything within the Certificate or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Certificate does not cover loss or destruction of or Damage to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of;

- i) civil commotion
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association

In any action suit or other proceedings where Underwriters allege that by reason of the provisions of this exclusion any loss, destruction or Damage or consequential loss is not covered by this Certificate the burden of proving that such loss is covered shall be upon You.

Nuclear Energy Risks Exclusion Clause

This Certificate shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this Certificate Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) The production of nuclear energy or
 - b) The production or storage or handling of nuclear fuel or nuclear waste
 - c) Any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Sonic Bangs

The insurance by this Policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

General Exclusions (continued)

Terrorism Exclusion

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto it is agreed that this Certificate excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If Underwriters allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Certificate the burden of proving the contrary shall be upon You.

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

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Certificate does not cover loss or Damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

General Certificate Conditions

Arbitration

If any difference shall arise as to the amounts to be paid under this Certificate (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Underwriters.

Asbestos

This Certificate only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically Damaged during the Period of Insurance by one of these Defined Perils;

Fire, lightning, explosion or aircraft (Listed Perils)

This coverage is subject to all limitations in the Certificate to which this endorsement is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be insured under this Certificate for Damage by a Listed Peril.
- b) the Listed Peril must be the immediate sole cause of the Damage to the asbestos.
- c) the Insured must report to the Underwriters the existence and cost of the Damage as soon as practicable after the first Damaged the asbestos.

However this Certificate does not insure any such Damage first reported to the Underwriters more than 12 (twelve) months after the expiration or termination of the Period of Insurance.

General Certificate Conditions (continued)

- i) wear and tear or inherent defect, quality or vice in or of any asbestos

- ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (Damaged or otherwise) or

- iii) any asbestos which the Listed Peril has not physically Damaged.

Cancellation

We may cancel the Certificate by writing to You at Your last or known address confirming that all cover will end 14 days after the date of Our letter.

You may cancel this insurance within 14 days of the day you purchase this insurance or the day on which you receive the Certificate wording, whichever is the later. Underwriters reserve their rights to charge a proportion of the premium or, if you have made a claim under this Certificate not to refund any premium.

This Certificate may be cancelled at any time at Your request in writing to the Intermediary who effected the Certificate.

A pro-rata return will be issued subject to a minimum time on risk charge of £75.00 + IPT + any administration fees that have been paid to us.

Claims - Your Duties

In the event of any occurrence likely to give rise to a claim under this Certificate You must report it immediately to Underwriters and provide in writing full details within 30 days (within seven days if caused by riot or civil commotion) and at Your own expense You must adhere to the conditions below:

- i) in the event of Damage by malicious persons or theft notify the Police immediately and render all reasonable assistance in causing the discovery of any guilty person and in tracing and recovering the stolen property
- ii) take immediate action to minimise loss and avoid interruption or interference with the Business and to prevent further Bodily Injury or Damage
- iii) give all evidence information and assistance as the Insurers may require together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected with such claim
- iv) forward to the Insurers immediately upon receipt every letter claim writ summons or legal process
- v) notify the Insurers immediately when You have knowledge of an impending prosecution coroner's inquest or fatal accident inquiry
- vi) No admission offer promise payment or indemnity shall be made or given by or on Your behalf without the written consent of Underwriters who shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any event insured by this Certificate and the Insured shall give all information and assistance in respect of such action.
- vii) On the happening of any Damage to Property Insured the Underwriters shall be entitled to enter any Buildings where the Damage has occurred and to take and keep possession of the Property Insured and to deal with the salvage in a reasonable manner and this Condition shall be proof of leave and licence for such purpose. No property may be abandoned to the Underwriters.
- viii) at Your own expense provide all details proofs and information regarding the cause and amount of Damage as the Underwriters may reasonably require including any other insurances on any Property Insured by this Certificate and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

General Certificate Conditions (continued)

Claims Notification Notice

- a. In respect of claims under this Certificate You should:
To make a claim under your Certificate (Sections A-E) telephone - 0345 604 6615 or 02920 558639
- b. In respect of any other information where Underwriters require You to notify them under the terms of this Certificate, You should contact Your insurance intermediary.

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract.

Data Protection Act 1998

We may store Your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose Your personal details to third parties if it is necessary for the performance of Your contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract You will signify Your consent to such information being processed by the insurers or their agents.

We will keep Your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer Your information to another country, which may be a country outside the European

Economic Area ("EEA"). By proceeding with Your insurance application, we will assume You are agreeable for us to transfer Your information to a country outside the EEA.

Designation

For the purpose of determining where necessary the item heading under which the property is insured Underwriters agree to accept the designation under which property has been entered in Your books.

E.U. Disclosure Clause

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

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on their behalf to obtain any benefit under this Certificate or if any Damage be occasioned by the willful act or with the connivance of the then Underwriters shall be entitled:

- a) not to pay the claim,
- b) recover from You any sums paid by the Underwriters to the in respect of the claim, and
- c) to treat this Certificate as being terminated with effect from the time of the fraudulent act.

If the Certificate is treated as having been terminated the Underwriters shall be entitled to:

- a) refuse all liability to the under the Certificate in respect of the relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the Certificate

General Certificate Conditions (continued)

Instalment Premiums

If You default under a credit arrangement to pay the premium, all coverage ceases from the default date unless We agree in writing to re-instate cover

Non Invalidation

The Certificate of insurance shall not be invalidated, if there is a change in the use of the Premises which constitutes an increase in the risk of Damage which is unknown to You provided that, immediately You become aware thereof You shall give notice to Underwriters and pay an additional premium if required.

Subrogation

Any claimant under this Certificate shall at the request and at the expense of the Underwriters take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the before or after any payment is made by the Underwriters.

The Underwriters shall be entitled to take over and conduct in the name of the defence or settlement of any claim or to prosecute in the name of the at its own expense and for its own benefit any claim for indemnity or damages or otherwise.

Inflation Protection Clause

Underwriters will adjust the Sums Insured in respect of Sections A - Buildings in line with suitable indices of costs and the renewal premium will be based on the adjusted Sums Insured.

Other Insurance

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the property Damaged the liability of the Underwriters shall be limited to its rateable proportion of such Damage less an adjustment for average (underinsurance) if applicable.

Unoccupied

Underwriters will not be liable for any Damage or liability caused by or arising out of any works of renovation when the Buildings are Unoccupied .

When the Buildings are Unoccupied, Defined Perils are restricted to fire, lightning, aircraft and explosion only.

Certificate Definitions

Wherever the following words or phrases occur in the Certificate they will have the meaning described below unless otherwise indicated

Bodily Injury means death, illness, disease or injury

Buildings means the building(s) situated at the address(es) specified in the Schedule which include:

- a) landlord's fixtures and fittings
- b) annexes, gangways, outbuildings and extensions tenants improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let
- c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- d) walls, gates and fences
- e) 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
- f) yards, car parks, roads and pavements, forecourts, all constructed of solid materials
- g) landscaping, excluding external ponds and lakes

all belonging to You or for which You are legally responsible.

Building Works means any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation.

Business means the Insured' s Business stated in the Schedule.

Certificate means the entirety of the Certificate, the Schedule and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the Certificate of insurance coming into force or at any time thereafter).

All references to the terms, conditions and exclusions of the Certificate shall be construed as referring to the entire Certificate.

Contents means all contents including office equipment decorations and improvements fixtures and fittings and landlords fixtures and fittings for which the You are responsible including:

- a. personal effects and pedal cycles belonging to You, Your partners directors or employees up to an amount not exceeding £750 any one person
- b. documents, plans, manuscripts, design and business books but only for the value as stationery together with the cost of clerical labour expended in their reproduction up to an amount not exceeding £10,000 or 15% of the Trade Contents Sum Insured whichever is the less
- c. computer system records but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding the cost of reproducing the information on such records) up to an amount not exceeding £10,000 or 15% of the Trade Contents Sum Insured whichever is the less.

excluding:

- a. motor vehicles their contents or accessories bonds bills of exchange deeds promissory notes cheques securities money stamps
- b. medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule
- c. paintings prints and works of art with an individual value exceeding £500

Damage(d) means accidental physical loss, damage or destruction.

Definitions (continued)

Defined Peril means:

- a) fire but excluding any Damage to the Property Insured caused by:
 - i. explosion resulting from fire
 - ii. earthquake or subterranean fire
 - iii. its own spontaneous fermentation or heating
 - iv. its undergoing any heating process or any process involving the application of heat

- b) lightning

- c) explosion but excluding any Damage caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only belonging to or under Your control

- d) aircraft or other aerial devices or articles dropped there from

- e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding Damage:
 - i. arising from confiscation, requisition or destruction by order of the government or any public authority
 - ii arising from cessation of work

- f) theft or attempted theft

- g) earthquake

- h) storm excluding:
 - i) Damage by flood whether resulting from storm or otherwise
 - ii) Damage attributable solely to a change in the water table level

- i) flood excluding Damage attributable solely to a change in the water table level

- j) overflowing, discharge or leaking of any sprinkler apparatus

- k) escape of water or oil from any tank, apparatus or pipe

- l) impact by any road vehicle (including goods falling from them) or animal not belonging to You or under Your control, falling trees, branches and falling aerals

- m) Subsidence - (This Peril operates only if stated in the Schedule)-

we will pay for Damage caused by Subsidence or heave of the site the Buildings stand on or landslip subject to the following exclusions:

- 1) Damage caused by or resulting from the settlement or movement of made up ground or coastal or river or watercourse erosion
- 2) Damage caused by faulty design, workmanship or material
- 3) Damage caused by demolition of or alterations or repairs to the Buildings
- 4) Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the Buildings are Damaged at the same time and by the same cause The Buildings or land it is on settling, shrinking, bedding down or expanding
- 5) Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the Buildings were Damaged at the same time and by

Definitions (continued)

- 6) Damage which originated prior to the Inception of this cover
- 7) We will not pay for normal settlement or bedding down of new structures

n) Accidental Damage - (This peril operates only if stated in the Schedule) -

We will pay for accidental Damage to the Buildings or Contents subject to the following exclusions:

1. We will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
2. We will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control
3. We will not pay for Damage caused by collapse or cracking of the Buildings
4. We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
5. We will not pay for acts of fraud or dishonesty
6. We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
7. We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
8. We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
9. We will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the Buildings are Unoccupied
10. We will not pay for normal settlement or bedding down of new structures
11. We will not pay for Damage to property as a result of its undergoing any process
12. We will not pay for Damage to property in transit
13. We will not pay for Damage to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
14. We will not pay for property or structures in the course of construction or erection
15. We will not pay for any Damage specifically excluded elsewhere under the Contents Section or elsewhere in this Certificate
16. We will not pay for Damage caused by tearing or fouling or chewing by animals
17. We will not pay for Loss or Damage to the interior of any Building or to the Contents, caused by rain, snow, sand or dust, whether driven by wind or not, unless the Building, first sustains storm Damage to its roof through which the rain, snow, sand or dust enters
18. We will not pay for the cost of general maintenance or upkeep

Definitions (continued)

Excess means the first part of each and every claim as ascertained after all other terms of this Certificate have been applied.

Household Goods means Your household goods and personal effects or the property of a resident manager or any member of their family permanently residing with them or for which they are responsible provided such property has been included in the Proposal on which this insurance is based excluding:

- a. Cheques securities money stamps
- b. medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule
- c. paintings prints and works of art with an individual value exceeding £500

Insured(s)/You/Your means The firm, company, entity or individual named in the Schedule.

Insured Event means a claim You have made under a section of this Certificate for which Underwriters have agreed to provide indemnity.

Keyholder means You or any person or key holding company authorised by You who is available at all times to accept notification of faults or alarm signals relating to the alarm system, attend and allow access to the Premises.

Outbuilding means any building:

- i) at the Premises specified in the Schedule; and
- ii) which does not incorporate permanent foundations below ground level; and/or
- iii) which is not capable of being properly secured including but not limited to any stable, garage, shed, hut, lean-to, greenhouse, hay loft or barn.

Period of Insurance means the period specified in the Schedule and any additional period agreed Underwriters as provided in any Endorsement.

Premises means the Building or Buildings and any Outbuildings occupied by the Insured in connection with the Business including walls, gates and fences at the Premises specified in the Schedule to each Section.

Property Insured means Buildings, Household Goods, Trade Contents, Stock and goods in trusts

Proposal means any information or declaration provided by You or on Your behalf in connection with this insurance.

Responsible Person shall mean You or any other person authorised by You to be responsible for the security of the Premises

Schedule(s) means the Schedule specifying the terms and extent of this Certificate.

Sums Insured / Limit of indemnity the sum or limit specified in the Schedule as applying to the relevant Section of this Certificate or items.

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups 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.

We/Us/Our/Underwriters means Section A-E ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's.

Complaints

If You have any questions or concerns about Your insurance or the handling of a claim You should, in the first instance, contact Your broker or insurance advisor who arranged this Policy for You.

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day and Your complaint relates to a claim then You should contact:

Complaints Manager
ERGO Versicherung AG, UK Branch
Munich RE GROUP Offices
Plantation Place - 3rd Floor,
30 Fenchurch Street,
London
EC3M 3AJ
Phone 020 3003 7444

And your concerns will be forwarded onto Your Insurer.

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of Your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If Your Insurance Broker or Your Insurer remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

The Financial Ombudsman Service
Exchange Tower,
London,
E14 9SR
Phone 08000 234 567

Further information is available from them and on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Register
The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768.

Financial Services Compensation Scheme

Insurers are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that Insurers cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Complaints (continued)

Identity of Insurers

Section A - E:

ERGO Versicherung AG (UK Branch)

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.