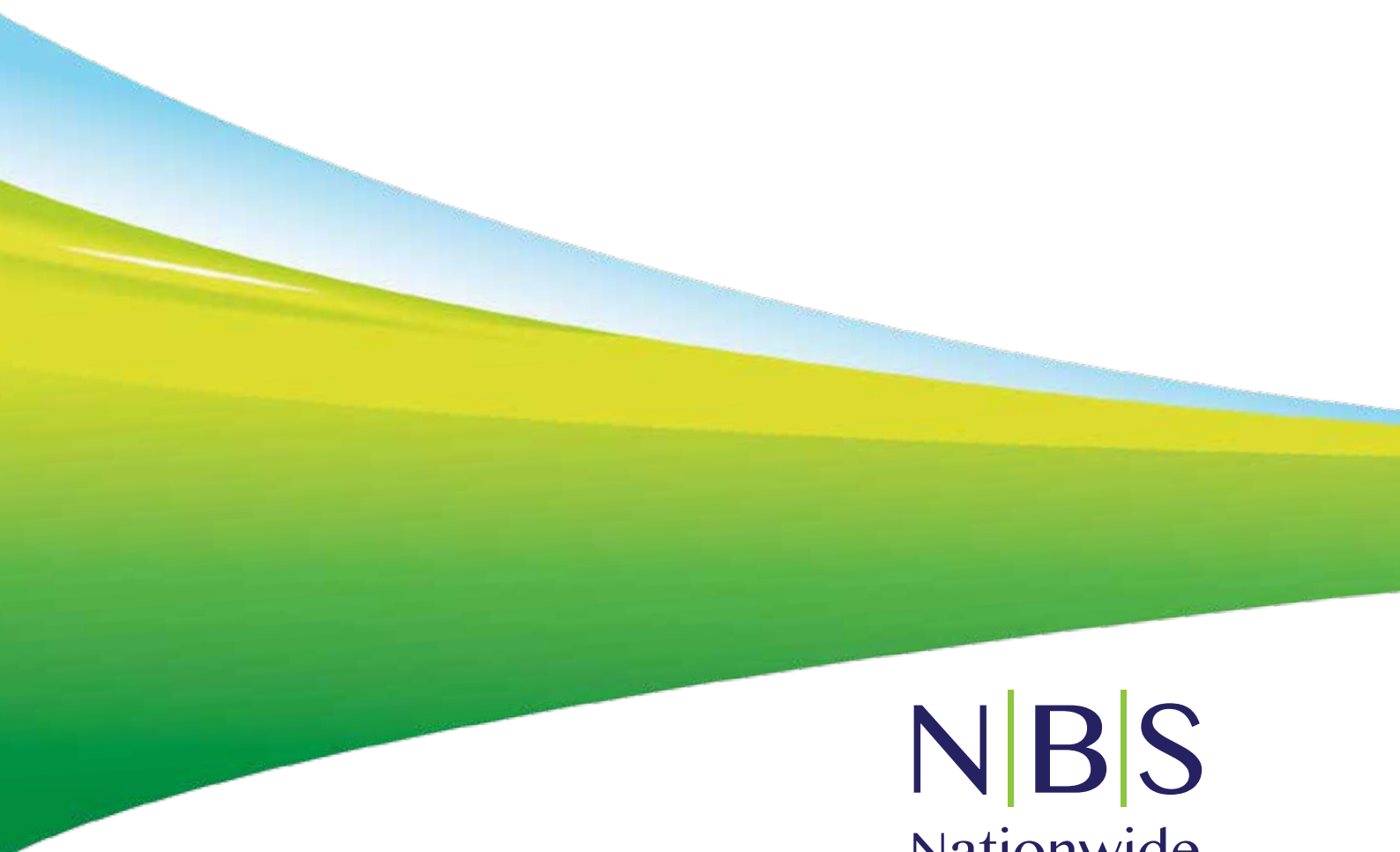


*Keep me safe*

# Sports & Social Club Insurance

Policy document



**N|B|S**  
Nationwide  
Broker Services Limited





# **WELCOME TO LV=**

## **Thank you for choosing to purchase an LV= Insurance policy**

Founded in 1843 Liverpool Victoria, which also trades as LV=, is the UK's largest friendly society and together with its subsidiaries is a major provider of insurance and financial services products.

As a friendly society and mutual, LV= exists wholly for the benefit of its members. We have no shareholders taking a share of our profits. Instead we invest our profits in making our products competitive and delivering an outstanding customer service.

Our claims service goes the extra mile. Committed to doing the right thing for policyholders we aim to settle claims quickly, even in the most difficult of circumstances.

If you would like to learn more about LV= please visit our website at: **[www.LV.com/commercial](http://www.LV.com/commercial)**



**John O'Roarke**

**Managing Director**

**Liverpool Victoria Insurance Company Limited**

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## **SPORTS & SOCIAL CLUB INSURANCE POLICY**

Liverpool Victoria Insurance Company Limited (the **Insurer**) will provide the insurance described in the Policy subject to its terms and conditions for the Period of Insurance stated in the Schedule and any subsequent period for which the **Insured** shall pay and the **Insurer** shall agree to accept the premium. Any information supplied by or on behalf of the **Insured** shall be incorporated in the contract

The Policy the Schedule the Statement of Facts/Proposal and any endorsements shall be read together as one contract and this is the contract of Insurance between the **Insured** and the **Insurer**

It is therefore essential that the Statement of Facts/Proposal and Schedule are accurate and true to the best of the **Insured's** knowledge and belief. If the Statement of Facts/Proposal and/or Schedule are inaccurate or untrue it may affect the **Insured's** rights under the Policy

Any word or expression to which a specific meaning has been given shall have that meaning wherever it appears

The **Insured** is not required to sign the Statement of Facts/Proposal but should read it carefully and confirm that all the information contained within it and the Schedule is correct

If the Statement of Facts/Proposal and/or Schedule are incorrect you should notify the Broker, Intermediary or Agent who arranged the Policy immediately and obtain a revised Statement of Facts/Proposal and/or Schedule with the revisions required. You must ensure that all documentation in your possession is accurate

The Policy has been signed on behalf of Liverpool Victoria Insurance Company Limited



**John O'Roarke**

**Managing Director**

**Liverpool Victoria Insurance Company Limited**

## DEFINITIONS

**Building(s)** – The Building or Buildings at the risk address(es) stated in the Schedule including

- a) outbuildings attached to or detached from the main Building
- b) walls gates and fences around the Buildings and belonging to them
- c) landlord's fixtures and fittings
- d) car parks yards paved areas roads pavements and footpaths
- e) swimming pools tennis courts and children's play areas
- f) security cameras and lights
- g) fixed fuel oil tanks and fixed diesel tanks piping ducting cables wires and associated control gears and accessories and extending to public mains

all belonging to the **Insured** or for which the **Insured** is legally responsible

**Business** – The Business specified in the Schedule conducted solely from within the **Territorial Limits** including

- a) the ownership repair and maintenance of the **Premises**
- b) the provision of fire security and ambulance services at the **Premises**
- c) provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d) private work undertaken by the **Insured's Employees** with the consent of the **Insured** for any director partner or senior official of the Insured
- e) the provision and management of sports social and welfare organisations by the Insured for the benefit of the **Insured's Employees**
- f) the sale or supply of food and drink to **Employees** or visitors

**Business Hours** – The period during which the **Premises** are actually occupied by the **Insured** and/or their **Employees** for **Business** purposes

**Computer** – All equipment including interconnected wiring fixed disks and telecommunications equipment used at the **Premises** for the storage and communication of electronically processed data but excluding

- a) mobile devices where the sole or primary function of the item is to make send and receive telephone calls and SMS messages
- b) any equipment controlling any manufacturing process

belonging to the **Insured** or leased hired or rented to the **Insured** and for which the **Insured** is legally responsible

**Computer Records** – All current and backup Computer Records excluding fixed disks and paper records of any description incorporating stored programs and information stored on them belonging to the **Insured** or leased hired or rented to the **Insured** and for which the **Insured** is legally responsible

**Consequential Loss** – Loss resulting from interruption or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of **Damage**

**Contents** – The contents of the **Buildings** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible including

- a) patterns models moulds plans and designs
- b) documents manuscripts and Business books for their value as stationery and materials and the cost of labour expended in writing up and/or reinstatement thereof or restoration if more economical subject to a maximum of £5000 for any one loss
- c) trade samples or goods in trust held at the **Premises**
- d) directors' partners' or **Employees'** personal effects clothing pedal cycles and tools unless otherwise insured subject to a maximum of £500 per person for any one loss

## DEFINITIONS CONTINUED

e) paintings or other works of art subject to a maximum of £500 for any one loss

but excluding **Computers** and **Computer Records** Domestic Contents and any other **Property** more specifically insured

**Damage** – Loss destruction of or damage to the **Property** insured

**Denial of Service Attack** – Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems including but not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

### **Employee**

a) any person under a contract of service or apprenticeship with the **Insured** or

b) any of the following persons whilst working for the **Insured** in connection with the **Business**

i. any labour master or labour only subcontractor or person supplied by them

ii. any self-employed person providing labour only

iii. any trainee or person undergoing work experience

iv. any voluntary helper

v. any person who is hired to or borrowed by the **Insured**

**Excess** – The amount for which the **Insured** is responsible for each and every claim or loss as specified in the Schedule or in the Policy

**Goods in Transit** – **Stock** in connection with the **Business** belonging to or the responsibility of the **Insured** whilst being

a) loaded on or in a **Vehicle**

b) carried by a **Vehicle**

c) temporarily contained on or in a **Vehicle** whilst parked or stationary or within a secure storage location for a continuous period of no more than 48 hours

d) unloaded off or from a **Vehicle** but excluding positioning installation commissioning or erection once it has been unloaded

**Gross Profit** – The amount by which the sum of the **Turnover** and the amount of the closing **Stock** shall exceed the sum of the amount of the opening **Stock** and the amount of the **Specified Working Expenses**

**Gross Revenue** – The money paid or payable to the **Insured** for work carried out or services rendered in the course of the **Business** at the **Premises** less the cost of purchases

**Hacking** – Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether the property of the **Insured** or not

**Increased Cost of Working** – The additional expenditure incurred with the prior written consent of the **Insurer** for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period**

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** as stated in the Schedule afterwards during which the results of the **Business** shall be affected in consequence of the **Damage**

**Injury** – Bodily injury death illness or disease

**Insured** – the person or persons or club or company (including subsidiary companies) named in the Schedule which have been notified to and agreed as accepted by the **Insurer**

**Insured Perils** – Those Insurable Perils which are operative as stated in the Schedule subject always to the terms conditions and exclusions applying to the Insurable Peril and of Section 1 and the Policy

## DEFINITIONS CONTINUED

**Insurer** – Liverpool Victoria Insurance Company Limited

**Intruder Alarm System** – All the component parts of the alarm and including devices used to transmit or receive signals

**Keyholder** – The **Insured** or any person or company authorised by the **Insured** who has been fully trained in the operation of the **Intruder Alarm System** including but not limited to the setting and un-setting of the system and is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** and to attend and allow access to the **Premises**

**Legal Costs** – All costs and expenses incurred with the prior written consent of the **Insurer** in addition to claimant's costs and expenses for which the **Insured** is legally liable

**Licence** – Granted under Part 3 Premises Licences of the Licensing Act 2003 or the Licensing (Scotland) Act 2005 or any subsequent amendment to the Act in respect of **Premises** which have been licensed for the sale by retail of alcohol

**Loss of Limbs or Eyes – Physical Injury** which solely and directly results in

- a) total loss or permanent and total loss of use of one or more limbs or
- b) total and irrecoverable loss of all sight in one or both eyes

**Maximum Indemnity Period** – The number of Months stated in the Schedule as applying to the **Indemnity Period**

**Money** – Cash bank currency notes uncrossed cheques uncrossed postal orders and money orders unused postage stamps National Insurance stamps trading stamps luncheon vouchers lottery and other prize scratch cards utility vouchers top up cards mobile phone vouchers and International Phone Cards held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

**Non-Negotiable Money** – Crossed cheques crossed giro cheques crossed bankers drafts crossed giro drafts crossed postal and crossed money orders national savings certificates premium bonds unexpired units in franking machines stamped national insurance cards credit card sales vouchers debit card sales vouchers VAT purchase invoices held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

**Notifiable Human Disease** – An illness sustained by any person caused by

- a) food or drink poisoning
- b) any human infectious or contagious disease

an outbreak of which the competent local authority has stipulated shall be notified to them

**Offshore Installation** –

- a) any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- c) any pipe or system of pipes in the sea or tidal waters
- d) any accommodation installation for persons who work on or from the locations specified above

**Outstanding Debit Balances** – The total amount of the Outstanding Debit Balances in customers' credit accounts including hire purchase and credit sales accounts at the date of the **Damage** adjusted for bad debts

**Permanent Total Disablement – Physical Injury** not resulting in death or **Loss of Limbs or Eyes** which results in the permanent inability of the **Insured** or **Employee** to engage in any gainful employment

**Phishing** – Any access or attempted access to data or information made by means of misrepresentation or deception

**Physical Injury** – Bodily injury by external violent and visible means sustained by the **Insured** or **Employee** in the course of the **Business** where such injury arises directly from assault



## DEFINITIONS CONTINUED

### **Pollution or Contamination** –

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- b) all **Injury** loss or **Damage** directly or indirectly caused by such Pollution or Contamination

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

**Premises** – The **Buildings** and the land inside the boundaries at the risk address stated in the Schedule

**Principal** – Any person firm company ministry or authority for whom the **Insured** is undertaking work

**Products Supplied** – Any goods or other property including containers packaging labelling and instructions for use sold supplied delivered erected repaired serviced altered treated installed processed manufactured or tested by the Insured in connection with the **Business**

### **Property** –

- a) **Buildings Tenants' Improvements Contents Computers Computer Records Stock** and in respect of Section 1 of the Policy such other items to which cover is expressly extended in Section 1 of the Policy or Schedule or
- b) in respect of Section 3 of the Policy Computer Equipment Covered Equipment and such other items to which cover is expressly extended in Section 3 of the Policy

The **Insurer** agrees to accept the classification under which any **Property** has been entered in the books of the **Insured**

### **Rate of Gross Profit** –

*For the purpose of a new business that has not yet been trading 12 months*

The Rate of Gross Profit earned on the **Turnover** during the period between the date of commencement of the **Business** and the date of the **Damage**

*For all other businesses*

The Rate of Gross Profit earned on the **Turnover** during the financial year immediately before the date of the **Damage**

**Rent** – The money paid or payable by the **Insured** for accommodation and services provided (including service charges unless excluded by Endorsement) at the **Premises**

**Rent Receivable** – The money paid or payable to the **Insured** by tenants or lessees for accommodation and services provided in the course of the **Business** at the **Premises**

**Safe/Strongroom** – An item being of substantial construction with key and /or combination locks and manufactured for the secure storage of **Money** or **Non-Negotiable Money**

This does not include cash boxes tills filing cabinets or any item constructed of sheet metal whether lockable or not

**Shop Front** – The windows doors frames signs external blinds and walling all forming part of the front of the **Building**

**Solicitors' Fees** – Solicitors' Fees for the representation of the **Insured** at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under Sections 4 and 5

**Specified Working Expenses** – The total of

- a) purchases less discounts received
- b) discounts allowed
- c) carriage freight and packaging and
- d) bad debts

## DEFINITIONS CONTINUED

### **Standard Gross Revenue –**

*For the purpose of a new business that has not yet been trading 12 months*

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage**

*For all other businesses*

The **Gross Revenue** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

**Standard Rent Receivable –** The **Rent Receivable** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

### **Standard Turnover –**

*For the purpose of a new business that has not yet been trading 12 months*

The proportional equivalent for a period equal to the **Indemnity Period** of the **Turnover** realised during the period between the commencement of the **Business** and the date of the **Damage**

*For all other Businesses*

The **Turnover** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

**Stock –** Stock and materials in trade including raw materials work in progress finished goods the property of the **Insured** and goods in trust for which the **Insured** is responsible

**Temporary Total Disablement – Physical Injury** which results in the temporary inability of the **Insured** or **Employee** to engage in any gainful employment

**Tenants' Improvements –** All improvements alterations and decorations effected by or on behalf of the **Insured** as occupier of the **Premises**

**Territorial Limits –** Great Britain Northern Ireland the Isle of Man or the Channel Islands

**Terrorism –** Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

**Turnover –** The money paid or payable to the **Insured** for **Products Supplied** and services rendered in the course of the **Business**

**Unoccupied –** Any **Building** or part of any **Building** which is empty or not in use by the **Insured** or any tenant of the **Insured** for more than 30 consecutive days

**Vehicle –** A mechanically driven conveyance with or without attached trailers for conveying the **Goods in Transit**

**Virus or Similar Mechanism –** Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not including but not limited to trojan horses worms and logic bombs

# GENERAL CONDITIONS

## 1) Misrepresentation

If the **Insured** or anyone representing the **Insured**

- provides the Broker Intermediary or Agent who arranged the Policy or the **Insurer** with misleading or incorrect information when applying for amending or renewing this insurance
- deliberately and/or recklessly withholds information or misleads the Broker Intermediary or Agent who arranged the Policy or the **Insurer** in order to obtain cover or gain a cheaper premium or more favourable terms
- provides the Broker Intermediary or Agent who arranged the Policy or the **Insurer** with false documents

The **Insurer** may

- amend the **Insured's** Policy to record the correct information
- provide different terms with effect from the date of the misrepresentation and amend the **Insured's** Policy to record the correct information. Where different terms are applied which results in an additional premium the **Insured** shall be liable to pay for such additional premium from the date of the misrepresentation
- cancel the **Insured's** Policy in accordance with General Condition 6. Cancellation
- void the **Insured's** Policy and treat it as if it had never existed and return the premium paid other than in circumstances of
  - i. deliberate and /or reckless misrepresentation where no premium shall be returned by the **Insurer**
  - ii. where the **Insured** has made claims under the Policy then
    - any sums that have been paid by way of benefit under the Policy will be deducted from any return premium due to the **Insured** or
    - in the event that the premium paid does not exceed the sums paid by way of benefit under the Policy the **Insured** will be responsible for reimbursing the **Insurer** the difference
- in addition to voiding the **Insured's** Policy the **Insurer** may also void any other policies which the **Insured** has with the **Insurer** and return the premium paid for such policies except in the circumstances where
  - i. deliberate and/or reckless misrepresentation has also occurred on these policies or
  - ii. claims have also been made on these policiesin these circumstances no premium shall be returned by the **Insurer**

## 2) Fraud

If the **Insured** or anyone representing the **Insured**

- makes a fraudulent payment by bank account and/or card
- provides the Broker Intermediary or Agent who arranged the policy or the **Insurer** with false documents or false statements to support a claim
- makes a claim or part of any claim that is fraudulent, false or exaggerated

The **Insurer** may

- cancel the **Insured's** policy and not return any premium paid by the **Insured** in accordance with General Condition 6. Cancellation
- reject a claim or reduce the amount of payment that would have been paid
- recover from the **Insured** any sums paid by way of benefit under the Policy in respect of any claim or part of any claim that is fraudulent, false or exaggerated
- pass details to fraud prevention and law enforcement agencies who may access and use this information

## GENERAL CONDITIONS CONTINUED

### 3) Reasonable Care

The **Insured** shall

- a) take all reasonable precautions to prevent or diminish loss destruction damage or injury
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) exercise care in the selection and supervision of **Employees**
- d) maintain all **Buildings** ways works machinery and plant in sound condition

As soon as possible after discovery of any defect or danger the **Insured** shall cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

### 4) Alteration

This Policy shall cease to be in force from the date of the alteration if

- a) any alteration is made either in the **Business** or at the **Premises** or to any **Property** insured after the commencement of the insurance that increases the risk of loss destruction damage or injury or
- b) the **Insured's** interest ceases except by will or operation of law or
- c) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
- d) the **Premises** become **Unoccupied**

unless the **Insurer** has agreed in writing to accept such alteration

### 5) Payment of Premium

It is a condition precedent to the **Insurer's** liability that

- a) the premium for the Policy or any endorsement attaching to the Policy shall be paid when due
- b) if the premium for the Policy or endorsement is payable by instalments then
  - i. each instalment shall be paid when due or
  - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date

### 6) Cancellation

#### a) Cancellation by the **Insured**

##### i. Cooling off cancellation rights

The **Insured** has the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance ("the cooling off period") if the cover does not meet their requirements by returning all documents and any certificate to the Broker Intermediary or Agent who arranged the Policy

The **Insurer** shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker Intermediary or Agent if the cover is cancelled either

- before the inception date or
- within the 14 day cooling off period provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

##### ii. Cancelling the Policy after the cooling off period

The **Insured** may cancel the insurance at any other time by contacting the Broker Intermediary or Agent who arranged the Policy

## GENERAL CONDITIONS CONTINUED

On receipt of the notification from the Broker Intermediary or Agent the **Insurer** will cancel the Policy and provide a proportionate return of the premium in respect of the unexpired period of insurance provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

### b) Cancellation by the **Insurer**

#### i. Non-payment of Premium

If the **Insurer** has not received the premium in accordance with the terms of Condition 5. Payment of Premium the **Insurer** will cancel the Policy by giving 7 days' notice in writing by letter to the **Insured** at the **Insured's** last known address

The insurance will end immediately the 7 days' notice runs out

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid then the **Insurer** will cancel the insurance from the inception or renewal date

#### ii. Cancellation for any other reason

The **Insurer** may cancel the Policy or any section or endorsement by giving 30 days' notice in writing by letter to the **Insured** at the **Insured's** last known address

The **Insurer** does not have to give a reason for the cancellation although valid reasons for doing so may include but are not limited to the following

- the **Insured** has not provided to the Broker Intermediary or Agent the information or documents the **Insurer** has requested as part of the terms and conditions in providing the insurance
- the **Insured** has not met the terms and conditions contained in this document of insurance including those shown on their schedule
- where the **Insured** does not comply with any of the different policy terms and conditions imposed by the **Insurer** as a result of the identification of misrepresentation as detailed in General Condition 1. Misrepresentation
- where an alteration is made to the **Business** the **Premises** or the **Property** or where the **Insured's** interest ceases unless agreed by the **Insurer** as detailed in General Condition 4. Alteration
- where the survey arranged by the **Insurer** has identified additional risks which were not evident to the **Insurer** prior to the survey or where the **Insured** have not complied with the **Insurer's** acceptance criteria nor with the timely completion of any risk improvements as detailed in General Condition 10. Subject to Survey
- The **Insured** has behaved in a manner that makes it inappropriate for the **Insurer** to continue the insurance, e.g. the **Insured** harassing or showing abusive or threatening behaviour towards the **Insurer's** staff or the **Insurer's** appointed representatives

The insurance will end immediately the 30 days' notice runs out

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid then the **Insurer** will cancel the insurance from the inception or renewal date

The **Insurer** will provide a proportionate return of premium in respect of the unexpired period of insurance of the Policy or Section other than in circumstances listed below

- where the **Insurer** identifies fraud as detailed in General Condition 2. Fraud
- where a claim has been made or incident advised that could give rise to a claim

in these circumstances no premium shall be returned by the **Insurer**

### 7) Choice of Law

Both parties to this contract have a choice as to which law should be applied. In the absence of written agreement to the contrary English law applies to this contract

## GENERAL CONDITIONS CONTINUED

### 8) Observance of Terms

It is a condition precedent to the **Insurer's** liability that the **Insured** shall observe the terms of the Policy so far as they relate to anything to be done or complied with

### 9) Legal Representatives

In the event of the death of the **Insured** the **Insurer** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured** provided they observe fulfil and be subject to the terms conditions and limitations of the Policy to the extent that they can apply

### 10) Subject to Survey

If any insurance by the Policy either at inception or subsequent renewal has been granted subject to the completion of a survey of the **Premises** or if during the Period of Insurance following notification of a claim or an alteration to the **Business** or the **Premises** or to any **Property** under the Policy the Insurer requires a survey

- a) then pending completion of such survey the terms conditions exclusions and limits as specified in the Policy and Schedule shall apply
- b) if following completion of the survey and in the opinion of the **Insurer** this has identified additional risks which were not evident to the **Insurer** prior to the survey then the **Insurer** reserves the right to alter or amend the terms and conditions of the Policy or to suspend or withdraw cover immediately
- c) the continuation of cover after the survey by the **Insurer** shall be subject to the **Insured** complying with the **Insurer's** acceptance criteria and the completion of any risk improvements required within the time frame agreed with the **Insurer** otherwise the **Insurer** may at its option invoke the Cancellation Condition

### 11) Limit of Indemnity

All the Sums Insured Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability stated in the Policy shall apply as maximum limits to the **Insurer's** liability irrespective of the number of persons entitled to indemnity under the Policy

For the purposes of the Sums Insured Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability the **Insured** and all other persons entitled to be indemnified under the Policy shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the **Insurer** as one party and the **Insured** and all other persons entitled to be indemnified as the other party

### 12) Third Party Rights

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

The **Insured** shall not assign or transfer their rights under the Policy without the written agreement of the **Insurer**

### 13) Insured's Contribution

Where stated in the Schedule the **Insured** shall be responsible for paying an **Excess** in relation to each claim made by the **Insured** under this Policy

## GENERAL EXCLUSIONS

This Policy does not cover

### 1) War Government Action Radioactive Contamination and Sonic Bangs

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) nationalisation confiscation requisition seizure or destruction by the government or any public authority
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

### 2) Terrorism and Civil Commotion

**Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from

- a) **Terrorism**
- b) civil commotion in Northern Ireland

In any action suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or **Consequential Loss** is not covered by the Policy the burden of proving that such **Damage** loss expense or **Consequential Loss** is covered shall be upon the **Insured**

### 3) Date Recognition

Damage or **Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from or consisting of the failure or inability of any

- a) computer data processing equipment microchip integrated circuit or any similar device or any computer software or computer firmware
- b) media or systems used in connection with any of the above

whether the property of the **Insured** or not

- i. to recognise correctly any date as its true calendar date
- ii. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

but

- a) in respect of Section 1 and Section 2 this shall not exclude subsequent **Damage** not otherwise excluded which itself results from the **Insured Perils**
- b) this exclusion shall not apply to Section 4

### 4) Marine Policies

**Damage to Property** which at the time of the happening of the **Damage** is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been effected

## GENERAL EXCLUSIONS CONTINUED

### 5) Computer Virus

Any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

- a) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
- b) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the **Insured** or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**

### 6) Illegal Deliberate and Criminal Activities

**Damage** or **Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from

- a) damage or liability caused as a result of the **Premises** being used for illegal activities by the **Insured**
- b) deliberate or criminal acts by the **Insured**



## SECTION 1 – MATERIAL DAMAGE

In the event of **Damage to Property** insured at the **Premises** from an **Insured Peril** during the Period of Insurance the **Insurer** will indemnify the **Insured** for the loss or amount of **Damage** or at its option replace or reinstate such **Property** in accordance with the provisions of the Policy and provided that during the Period of Insurance the liability of the **Insurer** under this Section shall not exceed the lesser of

- a) in respect of any item its Sum Insured or Limit stated in the Policy or the Schedule at the time of the **Damage**
- b) the Sum Insured or Limit remaining after deduction for any other **Damage** in the same Period of Insurance unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit

In addition the **Insurer** will indemnify the **Insured** in respect of loss of **Rent** as a result of **Damage** to the **Premises** from an **Insured Peril** during the Period of Insurance rendering the **Buildings** uninhabitable provided that the liability of the **Insurer** shall not exceed the lesser of

- a) the **Rent** Sum Insured stated in the Schedule at the time of **Damage**
- b) the **Rent** payable for the period the **Buildings** are uninhabitable

### Insurable Perils

The following are the Insurable Perils operative as **Insured Perils** if stated in the Schedule

#### 1) Fire

Excluding **Damage** caused by

- a) its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat
- b) explosion resulting from fire

#### 2) Lightning

#### 3) Explosion

Excluding **Damage** caused by the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only belonging to or under the control of the **Insured**

However this exclusion does not apply to **Damage** caused by the explosion of any boiler or gas used only for domestic purposes

#### 4) Aircraft or other aerial devices or articles dropped from them

#### 5) Earthquake and subterranean fire

#### 6) Riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons

Excluding **Damage**

- a) arising from cessation of work or due to confiscation nationalisation seizure requisition or destruction by order of the government or any public authority
- b) by theft or attempted theft
- c) whilst any **Building** is **Unoccupied**

#### 7) Theft or attempted theft

Excluding

- a) loss from any structure which is incapable of being locked
- b) **Damage**

- i. in respect of **Property** in the open other than as provided in Extensions 19. and 20. of this Section
- ii. whilst any **Building** is **Unoccupied**

## SECTION 1 – MATERIAL DAMAGE CONTINUED

- iii. in respect of **Stock** at exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside business hours
  - iv. in respect of Buildings other than as provided for under Extension 3. Theft Damage to Buildings and Extension 14. Theft of Building Fabric
  - c) loss in respect of jewellery precious metals/stones or articles composed thereof bullion or furs antiques or rare books used in connection with the **Business**
  - d) loss caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information
  - e) theft or attempted theft by **Employees** or Club Officials
- 8) Storm
- Excluding **Damage**
- a) caused by frost subsidence ground heave or landslip
  - b) attributable solely to change in the water table level
  - c) to moveable **Property** in the open or in open fronted or open sided **Buildings** other than as provided in Extensions 19. and 20. of this Section
  - d) to fences and gates
- 9) Flood
- Excluding **Damage**
- a) caused by frost subsidence ground heave or landslip
  - b) attributable solely to change in the water table level
  - c) to moveable **Property** in the open or in open fronted or open sided **Buildings** other than as provided in Extensions 19. and 20. of this Section
  - d) to fences and gates
- 10) Impact by
- a) any road vehicles or animals
  - b) falling trees or boughs
  - c) breakage or collapse of aerials or satellite dishes
- Excluding **Damage** by lopping pruning or felling of trees
- 11) Escape of water from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation or leakage of beverages from storage containers or connected apparatus
- Excluding **Damage**
- a) by water discharged or leaking from any automatic sprinkler installation
  - b) whilst any **Building** is **Unoccupied**
  - c) caused by subsidence ground heave or landslip
  - d) for subsidence ground heave or landslip caused by the escape of water
  - e) by leakage of bottled **Stock** or the cost of replacing the beverages
- 12) Accidental escape of water from any automatic sprinkler installation
- Excluding **Damage** occasioned by or attributable to
- a) heat caused by fire
  - b) freezing whilst any **Building** is **Unoccupied**
  - c) repairs alterations or extensions to the **Buildings** and/or sprinkler installations

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 13) Accidental damage

#### Excluding **Damage**

- a) caused by any other Insurable Peril
- b) to a **Building** or structure caused by its own collapse or cracking
- c) to **Property** insured caused by **Pollution or Contamination** other than **Damage** caused by
  - i. **Pollution or Contamination** which itself results from an **Insured Peril**
  - ii. an **Insured Peril** which itself results from **Pollution or Contamination**
- d) to **Property** resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair
- e) to **Property** insured caused by or consisting of
  - i. inherent vice latent defect gradual deterioration wear and tear frost or change in water table level
  - ii. its own faulty or defective design or materials
  - iii. faulty or defective workmanship operational error or omission on the part of the **Insured** or any of their **Employees**but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
- f) caused by
  - i. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching
  - ii. scratching tearing or fouling by pets or domesticated animals
  - iii. vermin or insects
  - iv. change in temperature colour flavour texture or finish
  - v. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
  - vi. mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which the breakdown or derangement originates overrunning or electrical surges or spikes in electricitybut this shall not exclude such **Damage** not otherwise excluded which itself results from any other accidental damage or subsequent **Damage** which itself results from a cause not otherwise excluded
- g) caused by disappearance unexplained or inventory shortage misfiling or misplacing of information
- h) caused by acts of fraud or dishonesty
- i) occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
- j) caused by electrical or magnetic disturbance or erasure of electronic records

### 14) Subsidence ground heave or landslide

#### Excluding **Damage**

- a) to outbuildings yards pipes cables wires ducting car parks roads pavements walls gates fences swimming pools tennis courts and children's play areas unless the structure of the main building or buildings at the risk address stated in the Schedule is also affected at the same time by the same cause
- b) to solid floor slabs or **Damage** resulting from their movement unless the foundations beneath the outside walls of the main building or buildings at the risk address stated in the Schedule are also affected at the same time by the same cause

## SECTION 1 – MATERIAL DAMAGE CONTINUED

- c) arising from the settlement or movement of made-up ground or by coastal or river erosion
- d) occurring as a result of the construction demolition structural alteration or structural repair of any property at the **Premises**
- e) arising from normal settlement or bedding down of new structures
- f) which originated prior to the granting of this cover
- g) caused by faulty or defective workmanship materials or design
- h) caused by fire subterranean fire explosion earthquake
- i) recoverable under any warranty or guarantee including NHBC guarantee

### Additional Covers

All terms exclusions and conditions of Section 1 apply to these Additional Covers in addition to those shown below as applying to each Additional Cover

### Glass Shop Front Blinds and Signs

The **Insurer** will indemnify the **Insured** in respect of **Damage** to fixed glass and **Shop Front** for which the **Insured** is responsible at the **Premises** occurring during the Period of Insurance

Following **Damage** to fixed glass and **Shop Front** at the **Premises** the **Insurer** will also indemnify the **Insured** in respect of

- a) the cost of reinstating **Intruder Alarm Systems** damaged as a result of glass breakage
- b) any boarding up costs incurred
- c) **Damage** to goods on display in windows caused by the impact of falling glass

The **Insurer** will also indemnify the **Insured** for **Damage** at the **Premises** to

- d) neon and illuminated signs and electric light fittings
- e) external blinds
- f) sanitary ware (fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns) where such **Damage** renders such article completely unserviceable
- g) lettering or other ornamental work and alarm foil on fixed glass

The liability of the **Insurer** under c) d) e) f) and g) shall be restricted to £2,500 for any one loss

### Exclusions

The **Insurer** shall not be liable for **Damage**

- a) to glass and **Shop Front**
  - i. caused by repairs or alterations to the **Premises**
  - ii. caused by alteration installation or removal
  - iii. in any **Building** which is **Unoccupied**
- b) to neon and illuminated signs and electric light fittings
  - i. caused by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft
  - ii. of bulbs or tubes unless consequent upon **Damage** to signs or fittings
- c) caused by or arising from
  - i. superficial **damage** or scratching or cracking which does not result in the complete breakage of the glass or **Shop Front**
  - ii. inherent or latent defect its own faulty or defective design or materials
  - iii. gradual deterioration or gradually operating cause wear and tear change in colour or finish

## SECTION 1 – MATERIAL DAMAGE CONTINUED

- iv. changes in temperature or atmospheric or climatic conditions
- v. defects in frames framework or any fitting

### Money

This Additional Cover is only operative if shown in the Schedule

The **Insurer** will indemnify the **Insured** in respect of loss of or damage to **Money** and **Non-Negotiable Money** held in connection with the **Business** as detailed below occurring during the Period of Insurance

- (i) in the Premises during **Business Hours** or whilst in a bank night safe or in transit to and from the Premises to the bank night safe whilst in the custody of the **Insured** or an authorised person acting on behalf of the **Insured**
- (ii) in the Premises whilst left unattended or outside of **Business Hours**
  - a) and secured in locked **Safe(s) or Strongroom** as shown in the Schedule
  - b) and secured in all other unspecified locked **Safe(s) or Strongroom**
- (iii) in the Premises whilst left unattended or outside of **Business Hours** and not secured in a locked **Safe** or whilst in the **Insured's** or any authorised person's private dwelling house
- (iv) **Money** in locked coin operated machines in the Premises during or outside **Business Hours** or whilst the Premises is left unattended subject to a limit of £500 any one machine and £1,500 in any one Premises or to the limit(s) as more specifically stated in the Schedule
- (v) **Non-Negotiable Money** subject to a maximum of £250,000 any one loss

For the purposes of this Additional Cover Premises shall mean the main building(s) occupied by the **Insured** at the risk address stated in the Schedule

The liability of the **Insurer** under this Additional Cover shall be restricted to the Limits stated in the Schedule for any one loss in respect of (i) (ii) and (iii) above or as stated above

The **Insurer** will also indemnify the **Insured** in respect of **Damage** to

- a) any **Strongroom Safe** till or postal franking machine belonging to the **Insured** or for which the **Insured** is legally responsible up to an amount not exceeding the cost of repair or replacement
- b) clothing and personal effects belonging to the **Insured** or any partner director committee member stewards or **Employee** of the **Insured** resulting from theft or attempted theft of **Money** or **Non-Negotiable Money** subject to a maximum of £500 for any one loss

### Exclusions

The **Insurer** shall not be liable for loss from

- a) shortage due to error or omission
- b) forgery deception or the use of counterfeit **Money** or **Non-Negotiable Money**
- c) the use of any form of payment which proves to be counterfeit false fraudulent invalid uncollectible or irrecoverable for any reason
- d) theft or attempted theft by any **Employee**
- e) an unattended vehicle
- f) **Damage** not within the **Territorial Limits**
- g) any business or other activity not connected with the **Business** conducted from the Premises as stated in the Schedule

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### Conditions

- 1) It is a condition precedent to the **Insurer's** liability under this Additional Cover that the **Insured** shall maintain the following minimum standards of precaution for the safety of **Money** in transit (other than by specialist security carrier) at all times
  - a) the times of transits routes and conveyances used shall be varied as far as is possible
  - b) all persons engaged in the transit of **Money** shall be at least 18 years of age
  - c) transits of amounts of
    - i. up to £2,500 shall be accompanied by at least one person
    - ii. £2,501 to £6,000 shall be accompanied by at least two people
    - iii. £6,001 to £12,500 shall be accompanied by at least three people or two people travelling by motor car or using an approved security case
    - iv. amounts exceeding £12,501 shall be transported by specialist security carrier
- 2) It is a condition precedent to the **Insurer's** liability that when the Premises as stated in the Schedule or any authorised person's private dwelling house in which **Money** is kept is left unattended
  - a) all locks bolts and other protective devices are in full operation
  - b) all keys must be held in the personal custody of an authorised person and removed from
    - i. the unattended Premises as stated in the Schedule or
    - ii. from the final exit door of any authorised person's unattended private dwelling house

### Personal Accident (Assault)

This Additional Cover is operative only if stated in the Schedule

The **Insurer** will indemnify the **Insured** and any **Employee** for compensation in accordance with the Schedule of Benefits in respect of **Physical Injury**

### Schedule of Benefits

- 1) Death occurring within 2 years of sustaining the **Physical Injury**
- 2) **Loss of Limbs or Eyes** occurring within 2 years of sustaining the **Physical Injury**
- 3) **Permanent Total Disablement**
- 4) **Temporary Total Disablement**

The liability of the **Insurer** under this Additional Cover shall be restricted to £3,000 for any one loss

### Exclusions

The **Insurer** shall not be liable for

- a) more than one of the Benefits 1 to 3 inclusive in respect of any one person arising out of the same **Physical Injury**
- b) Benefits 1 to 4 inclusive in respect of any person under 16 at the time of sustaining the **Physical Injury**
- c) Benefits 1 to 4 inclusive consequent upon any pre-existing physical or mental defect or infirmity

### Conditions

- 1) All sums paid under Benefit 4 shall be deducted from any sum which may subsequently be paid under any of Benefits 1 to 3 inclusive in respect of the same **Physical Injury**
- 2) Payment under Benefit 3 is not payable before 104 weeks from the date of the **Physical Injury**
- 3) Benefit 4 is payable for a maximum of 104 weeks from the date of the **Physical Injury**

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### Goods in Transit

The **Insurer** will indemnify the **Insured** for **Damage** to **Goods in Transit** within the **Territorial Limits** during the Period of Insurance

- a) whilst being carried on any **Vehicle** owned or operated by the **Insured**
- b) as Sendings by a carrier other than the **Insured** by means of road rail or inland air freight

The liability of the **Insurer** under this Additional Cover shall be restricted to £3,000 for any one loss

Whilst **Goods in Transit** are being carried on any **Vehicle** owned or operated by the **Insured** the **Insurer** will also indemnify the **Insured** for

- a) **Damage** to packing materials protective sheeting ropes chains and toggles belonging to the **Insured** while being carried on the **Vehicle** subject to a maximum of £2,500 for any one loss
- b) **Damage** to personal effects belonging to the driver or attendant while carried by any **Vehicle** in the course of the employment of the driver or attendant with the **Insured** subject to a maximum of £500 for any one loss
- c) the removal of debris and site clearance of **Goods in Transit** damaged from the immediate area of the site where the **Damage** occurred subject to a maximum of £2,500 for any one loss
- d) the additional costs incurred in transferring **Goods in Transit** to any other vehicle following fire collision overturning or impact of the **Vehicle** including carrying the **Goods in Transit** to the original destination or place of collection subject to a maximum of £2,500 for any one loss
- e) reloading onto the **Vehicle** any **Goods in Transit** which have fallen from the **Vehicle** subject to a maximum of £2,500 for any one loss
- f) re-securing the **Goods in Transit** where there is dangerous movement of the load subject to a maximum of £2,500 for any one loss

### Exclusions

The **Insurer** shall not be liable under this Additional Cover for **Damage** to any **Goods in Transit** arising out of or attributable to

- a) theft or attempted theft from open-backed curtain sided soft sided or soft-topped **Vehicle(s)**
- b) defective or inadequate packing or insufficient addressing
- c) breakdown of refrigeration or insufficient insulation
- d) spillage leakage evaporation loss of weight or shrinkage
- e) depreciation loss of market delay or inadequate documentation
- f) any erection dismantling or installation
- g) loss of sheets ropes chains toggles or packing materials as a result of disappearance or shortage unless such loss is the result of an incident recorded by the **Insured**

### Conditions

- 1) It is a condition precedent to the **Insurer's** liability for theft or attempted theft from any unattended **Vehicle** that whenever a **Vehicle** operated by the **Insured** and carrying **Goods in Transit** is unattended it shall be protected
  - a) between the hours of 9.00 am and 6.00 pm by all doors and windows and other means of access being securely fastened and locked
  - b) between the hours of 6.00 pm and 9.00 am by all doors and windows and other means of access being securely fastened and locked and the alarm and/or immobiliser approved by the **Insurer** being switched on and made fully operational and either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park

## SECTION 1 – MATERIAL DAMAGE CONTINUED

- 2) The valuation of **Stock** shall be at invoice cost. If an invoice has not been raised the basis of valuation shall be the value of the **Stock** at the time of the commencement of the transit

### Domestic Contents and Personal Money of the Insured & Club Steward

This Additional Cover is operative if stated in the Schedule

- a) Insured's Domestic Contents

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Insured's** and Club Steward's Domestic Contents at the **Premises** and resident **Employees** personal effects at the **Premises**

Provided that

- i. the **Premises** are the permanent place of residence of the **Insured** and Club Steward or such resident **Employees**
- ii. the liability of the **Insurer** under this Extension shall not exceed the maximum of the Sum Insured and the maximum limit per single item as stated in the Schedule
- iii. the liability of the **Insurer** under this Extension for any one resident **Employee's** personal effects shall not exceed a maximum of £1,000 for any one loss
- iv. the **Insurer** shall not be liable for the cost of replacing any undamaged item or part of any item which form a part of a matching set or suite

Exclusions to a)

The **Insurer** shall not be liable for **Damage**

- a) to hearing aids contact or corneal lenses motor vehicles or sporting equipment while in use
- b) to property used in connection with the **Business** or more specifically insured
- c) caused by depreciation or electrical or mechanical breakdown
- d) arising from wear and tear or from any process of cleaning restoring adjusting or repairing
- e) jewellery and antiques

Conditions to a)

It is a condition precedent to the **Insurer's** liability for **Damage** caused by the **Insured Perils** that the **Insured** shall have in place in full working order and in operation the following minimum level of security (or such level as specified in the Schedule) whenever any part of the **Buildings** occupied by the **Insured** or Club Steward for residential purposes are left unattended

- a) the final exit door of is to be fitted with either
  - i. for timber or steel framed doors a mortice deadlock that has 5 or more levers and matching box striking plate which conform to BS 3621 or
  - ii. for timber or steel framed doors a rim latch deadlock that conforms to BS 3621
- b) all other external doors and internal doors giving access to any part of the **Building** are to be fitted with either
  - i. as described in a) i. and ii. above or
  - ii. 2 key-operated security bolts for doors fitted approximately 30cms from the top and bottom of the doors respectively
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortice deadlocks

For the purposes of this Extension **Insured's** and Club Steward's Domestic Contents means

Household contents at the **Premises** comprising household goods audio and visual equipment clothing luggage sports equipment gold and silver articles watches cups trophies furs (excluding pedal cycles) belonging to the **Insured** or their resident Club Steward or any of their family permanently residing with them excluding any article collection or set with a value in excess of £1,500 unless specifically mentioned in the Schedule



## SECTION 1 – MATERIAL DAMAGE CONTINUED

### b) Insured's personal money

In addition the **Insurer** will indemnify the **Insured** or their resident Club Steward or any of their family permanently residing with them at the **Premises** against

- a) accidental loss of personal money
- b) liability under the terms of issue of the credit card for loss following fraudulent use thereof by any unauthorised person

Subject to a maximum any one Period of Insurance of £500

Exclusions to b)

The **Insurer** will not be liable for

- a) losses arising from unauthorised use of a credit card by any member of the **Insured's** and Club Steward's family or resident manager's family
- b) loss due to confiscation or detention
- c) losses caused by depreciation or shortages caused by errors or omissions
- d) losses arising outside the **Territorial Limits**
- e) money held in connection with of the **Business**

Conditions to b)

It is a condition precedent to the **Insurer's** liability under this Extension that

- a) any loss of money or credit cards has been reported to the Police within 24 hours of discovering the loss
- b) any loss of credit cards has been reported to the issuing company immediately
- c) the Conditions of Issue of the Credit Card have been complied with

### Extensions to Section 1

All terms exclusions and conditions of the **Insured Perils** under Section 1 apply to these Extensions in addition to those shown below as applying to each Extension

#### 1) Underground Services

The **Insurer** will indemnify the **Insured** for **Damage** to underground water pipes gas pipes electricity and telephone cables extending from the **Premises** to the public mains from the **Insured Perils** but only to the extent of the **Insured's** responsibility

#### 2) Theft of Keys and Lock Replacement

The **Insurer** will indemnify the **Insured** for the cost of replacing locks and keys to the **Buildings Safes Strongrooms** or tills subject to an aggregate maximum of £5,000 in any one Period of Insurance provided that

- a) the original keys were stolen from the **Buildings** or the private residence of the **Insured** or any authorised **Employee**
- b) **Damage** by theft is not excluded in its entirety

#### 3) Theft Damage to Buildings

The **Insurer** will indemnify the **Insured** against the cost of repairing **Damage** to the **Buildings** for which the **Insured** is legally responsible and are not otherwise insured which directly results from **Insured Peril 7** provided that if the **Buildings** of the **Premises** are not insured by this Section the liability of the **Insurer** under this Extension shall not exceed an aggregate maximum of £25,000 in any one Period of Insurance

#### 4) Temporary Removal

The **Insurer** will indemnify the **Insured** for **Damage** to **Contents** whilst temporarily removed for cleaning renovation repair or similar purposes and to documents whilst temporarily removed elsewhere and in transit within the **Territorial Limits** from the **Insured Perils** subject to a maximum for any one loss of 10% of the Sum Insured shown for **Contents** in the Schedule or £100,000 whichever is the lesser amount

## SECTION 1 – MATERIAL DAMAGE CONTINUED

This Extension shall not apply to

- a) motor vehicles and motor chassis licensed for normal road use
- b) **Property** more specifically insured

### 5) Exhibitions

The **Insurer** will indemnify the **Insured** for **Damage** to **Contents** and **Stock** from the **Insured Perils** whilst in any building (not being of a temporary nature) and being used for an exhibition anywhere within the **Territorial Limits** and whilst in transit to and from the exhibition premises subject to a maximum of £5,000 for any one loss

### 6) Other Locations

The **Insurer** will indemnify the **Insured** for **Damage** to **Contents** and **Stock** from the **Insured Perils**

- a) whilst within the main building of the private residential home of a director or **Employee** anywhere within the **Territorial Limits** and
- b) whilst in transit to and from the main building of such private residential home and the **Premises**

subject to a maximum of £2,500 for any one loss and an aggregate maximum of £10,000 in any one Period of Insurance

### 7) Third Party Storage Locations

The **Insurer** will indemnify the **Insured** for **Damage** to **Contents** and **Stock** from the **Insured Perils** whilst at third party storage locations within the **Territorial Limits** subject to aggregate maximums of £5,000 at any one location and £20,000 in any one Period of Insurance

### 8) Landscaped Gardens

The **Insurer** will indemnify the **Insured** for costs and expenses incurred by the **Insured** with the consent of the **Insurer** in repairing reinstating or making good **Damage** to landscaped gardens and grounds caused by Fire Brigade and rescue services or other emergency services equipment or personnel in the course of combating or reducing **Damage** from the **Insured Perils** to the grounds at the **Premises** the responsibility of the **Insured**

Subject to

- a) a maximum of £5,000 for all losses arising out of any one incident
- b) an aggregate maximum of £25,000 in any one Period of Insurance

### 9) Loss of Metered Supplies

The **Insurer** will indemnify the **Insured** for the cost of metered electricity gas oil and water consumed as a direct result of **Damage** from the **Insured Perils** to any tank apparatus pipe or cable not being automatic sprinkler installations at the **Premises** calculated at the rate applying at the time of the **Damage** subject to a maximum of £25,000 for any one loss

### 10) Trace and Access

The **Insurer** will indemnify the **Insured** for the costs incurred in locating the source of an escape of water or fuel from any tank apparatus or pipe on the **Premises** and subsequent making good of **Damage** caused as a consequence of locating such source subject to a maximum of £10,000 for any one loss

### 11) Clearing of Drains

The **Insurer** will indemnify the **Insured** for the costs and expenses incurred in cleaning clearing or repairing drains gutters or sewers at the **Premises** as a consequence of **Damage** from the **Insured Perils** but only to the extent of the **Insured's** responsibility subject to a maximum of £5,000 for any one loss

### 12) Fire Extinguishment Expenses

The **Insurer** will indemnify the **Insured** for costs incurred with the consent of the **Insurer** in refilling fire extinguishment appliances replacing used sprinkler heads and refilling sprinkler tanks in the event of **Damage** to insured **Property** caused by fire subject to a maximum of £10,000 for any one loss

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 13) Computer Records

The **Insurer** will indemnify the **Insured** for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing **Computer Records** and not for the value to the **Insured** for the information contained therein but excluding any expenses in connection with the production of information to be recorded in such **Computer Records** for a maximum of £10,000 for any one loss and in the aggregate in any one Period of Insurance

### 14) Theft of Building Fabric

The **Insurer** will indemnify the **Insured** for **Damage** to

- a) the external fabric of the **Buildings** as a result of theft or attempted theft
- b) **Property** as a result of rainwater entry following theft or attempted theft of the external fabric of the **Buildings** for which the **Insured** is legally responsible and is not otherwise insured

The liability of the **Insurer** under this Extension shall not exceed the Sum Insured shown for **Buildings** in the Schedule

This Extension shall not apply

- a) to any **Buildings** which are **Unoccupied**
- b) when scaffolding is erected at the **Buildings**
- c) where **Insured Peril 7 - Theft** is not operative

### 15) Cups and Trophies

The **Insurer** will indemnify the **Insured** in respect **Damage** to cups trophies and medals anywhere in the **Territorial Limits** provided that the **Insurer's** liability shall not exceed £5,000 in respect of any one loss but excluding any items more specifically insured as shown on the schedule or by any other insurance

### 16) Outside Catering

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Contents** and **Stock** where the **Insured** is providing outside catering and whilst in transit to and from such events from the **Premises** subject to a maximum of £2,000 for any one loss

### 17) Resident Insured's and Steward's Alternative Accommodation

The **Insurer** will indemnify the **Insured** in respect of the costs and expenses of providing alternative accommodation for the resident **Insured** or resident Club Steward if the **Buildings** insured are rendered uninhabitable due to an **Insured Peril**

Provided that the **Buildings** of the **Premises** are insured by this Section and excluding

- a) any amount exceeding 10% of the **Buildings** Sum Insured shown in the Schedule
- b) any property which is occupied solely as a domestic residence
- c) any period beyond the time needed to repair the property

### 18) Playing Surfaces Greens and Floodlights

This Extension is operative only if a Sum Insured is shown for the item on the Schedule

The **Insurer** will indemnify the **Insured** for costs and expenses incurred in rectifying **Damage** to playing surfaces including artificial surfaces and greens including any irrigation or heating systems that have been installed and floodlights

The liability of the **Insurer** shall not exceed the limit shown in the Schedule in the aggregate in respect of all claims during any one Period of Insurance

Basis of Settlement under this Extension

In the event of **Damage** to any playing surface artificial surface or green the basis upon which the **Insurer** will pay any claims will be as follows

- a) repair or replacement
- b) re-seeding or re-turfing

## SECTION 1 – MATERIAL DAMAGE CONTINUED

- c) the replacement of any trees or plants will be by saplings of the same or similar type

Exclusions to this Extension

The **Insurer** shall not be liable for **Damage**

- a) caused by or consisting of
  - i. the application of fertiliser or chemicals
  - ii. the failure of fertilisers or chemicals
  - iii. storm flood and other effects of weather
  - iv. wear and tear or in the course of play
  - v. maintenance work at the **Premises**
- b) caused to irrigation systems during the period 1 October each year to the 30 April in the following year unless the system is drained
- c) to newly seeded or constructed surfaces until they are suitable for play and in use
- d) caused by or attributable to the **Insured's Employees** contractors or sub-contractors

### 19) Property in the Open

The **Insurer** will indemnify the **Insured** for damage from the **Insured Perils** (where shown as operative in the Schedule) to moveable property in the open or in any structure which is open sided or incapable of being locked within the boundaries of the **Premises**

Subject to an aggregate maximum of £5,000 for all claims or series of claims arising out of any one original cause in any one Period of Insurance

This Extension shall not apply to damage

- a) caused by wind rain hail sleet snow or dust
- b) to fences and gates
- c) whilst the **Premises** are unoccupied vacant disused or not in use for their intended purpose

For the purposes of this Extension Exclusions 7.b) ii. 8.c) and 9.c) of **Insured Perils** 7. 8. and 9. (where shown as operative in the Schedule) shall not apply

### 20) Maintenance Equipment in the Open

This Extension is operative only if a Sum Insured is shown for the item on the Schedule

The **Insurer** will indemnify the **Insured** in respect of **Damage** to maintenance equipment exceeding 25 horsepower (hp) and attachments kept in the open provided that agricultural tractors and other mechanically propelled vehicles have their ignition keys removed and are suitably immobilised when not in use outside of Club operating hours by one or more of the following

- a) disconnecting and removing the battery
- b) disconnecting and removing the high tension lead
- c) removing the rotor arm
- d) clamping
- e) padlocking

The liability of the **Insurer** shall not exceed the limit shown in the Schedule in the aggregate in respect of all claims during any one Period of Insurance

For the purposes of this Extension Exclusions 7.b) ii. 8.c) and 9.c) of **Insured Perils** 7. 8. and 9. (where shown as operative in the Schedule) shall not apply

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 21) Unauthorised Use of Supplies

The **Insurer** will indemnify the **Insured** for the cost of water gas electricity or other metered supply charges incurred by the **Insured** and for which the **Insured** is legally responsible up to a maximum of £25,000 for any one loss due to unauthorised use by persons taking possession of or occupying any **Premises** without the written consent of the **Insured** provided that

It is a condition precedent to the **Insurer's** liability under this Extension that

- a) the **Insured** shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b) the **Premises** are inspected weekly by a responsible adult authorised by the **Insured** when such **Premises** are **Unoccupied** and the **Insurer** has agreed in writing to the situation
- c) immediate notification of such unauthorised possession is given to the **Insurer** upon the **Insured** becoming aware of it

Failure to comply with the Conditions in this Extension may result in a claim not being paid or a claim payment being reduced

### 22) Theft Cover Extension (CCTV and Alarm System Equipment)

The **Insurer** will indemnify the **Insured** for **Damage** by **Insured Peril 7**. Theft to any closed circuit television and alarm system equipment externally fixed to the **Premises** belonging to the **Insured** or which they are legally responsible subject to a maximum of £2,500 for any one loss

Exclusion b) ii. of **Insured Peril 7**. does not apply in respect of this extension

## Clauses

### 1) Non-Invalidation

The insurance by this Section shall not be invalidated by any act or omission or alteration unknown to or beyond the control of the **Insured** whereby the risk of **Damage** is increased as long as immediately the **Insured** becomes aware of the increase in risk they inform the **Insurer** in writing and pay an appropriate additional premium if required by the **Insurer**

### 2) Reinstatement of Losses

Unless written notice to the contrary be given by either the **Insurer** or the **Insured** the insurance by this Section shall not be reduced by the amount of any loss and the **Insured** shall pay the appropriate additional premium from the date of the **Damage** to the date of expiry of the Period of Insurance

### 3) Mortgagees

The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier which may increase the risk of **Damage** to any **Buildings** insured by this Section provided the mortgagee immediately upon becoming aware of such increase in risk shall give notice to the **Insurer** and pay an appropriate additional premium if required

### 4) Property more specifically insured

The **Insurer** shall not be liable for **Damage** to any **Property** insured more specifically by or on behalf of the **Insured**

### 5) Snooker Billiard and Pool Table Limitation of Cover

The **Insurer** shall not be liable for **Damage** to any billiard snooker or pool table caused by sparks or lighted material falling on them whilst in use or by light fittings falling on them or by the use of heated irons

## Basis of Settlement Clauses

### 1) Average

If the **Property** covered by this Policy shall at the time of the **Damage** be collectively of greater value than the Sums Insured then the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of their **Damage** accordingly

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 2) Property Insured other than Stock – Reinstatement

In the event of **Damage** to **Property** insured other than **Stock** and **Computers** the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such **Property** to a condition substantially the same as but not better or more extensive than its condition when new

In the event of **Damage** to **Computers** the basis of settlement shall be the cost of reinstatement meaning

- a) where any item suffers **Damage** beyond economic repair replacement by a new item of equal performance and/or capacity or if such be impossible replacement by an item having the nearest higher performance and/or capacity to the item damaged
- b) where the item suffers **Damage** the repair of the **Damage** and the restoration of the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

#### Special Provisions

- i. The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- ii. Where **Damage** occurs to only part of the **Property** the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such property been wholly destroyed
- iii. If at the time of reinstatement of any item the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by such item exceeds its Sum Insured at the time of the **Damage** the liability of the **Insurer** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time

### 3) Property Insured other than Stock – Day One

For any item specified on the Schedule showing a Declared Value and a Sum Insured this shall be deemed to be a Day One Basis of Settlement and the following clause shall replace Basis of Settlement Clause 2 above

In the event of **Damage** to **Property** insured other than **Stock** and **Computers** the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such **Property** to a condition substantially the same as but not better or more extensive than its condition when new

#### Special Provisions relating to **Property** insured other than **Stock** and **Computers**

- a) At the inception of each Period of Insurance the **Insured** shall notify the **Insurer** of the **Declared Value** of the **Property** insured by each item described in the Schedule
- b) If at the time of **Damage** the **Declared Value** of the **Property** insured by each item is less than the cost of reinstatement at the inception of the Period of Insurance the liability of the **Insurer** shall not exceed the proportion which the **Declared Value** bears to the costs of such reinstatement
- c) Where **Damage** occurs to only part of the **Property** the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such property been wholly destroyed
- d) The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- e) No payment will be made beyond the amount the **Insurer** would have paid where **Property** insured at the time of **Damage** is covered by any other insurance effected by the **Insured** or on behalf of the **Insured** which is not on the same basis of reinstatement

In the event of **Damage** to **Computers** the basis of settlement shall be the cost of reinstatement meaning

- a) where any **Computer** item suffers **Damage** beyond economic repair replacement by a new item of equal performance and/or capacity or if such be impossible replacement by an item having the nearest higher performance and/or capacity to the item damaged
- b) where the **Computer** item suffers **Damage** the repair of the **Damage** and the restoration of the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### Special Provisions relating to **Computers**

- i. If at the time of reinstatement of any **Computer** item the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by such item exceeds its Sum Insured at the time of the **Damage** the liability of the **Insurer** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at such time
- ii. Where **Damage** occurs to only part of the property the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had the property been wholly destroyed
- iii. The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- iv. No payment will be made beyond the amount the **Insurer** would have paid where such property insured at the time of **Damage** is covered by any other insurance effected by the **Insured** or on behalf of the **Insured** which is not on the same basis of reinstatement

#### 4) Stock

In respect of **Stock** the **Insurer** will pay the **Insured** the value of the **Stock** at the time of its **Damage** with adjustment for wear and tear

If at the time of any **Damage** the value of the **Stock** insured under any item is greater than its Sum Insured the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly

#### 5) European Union and Public Authorities

The **Insurer** will indemnify the **Insured** for the additional cost of

- a) reinstating the damaged parts of the **Buildings**
- b) upgrading any undamaged parts of the **Buildings**

for an amount not exceeding 15% of the amount that would have been payable if the **Buildings** had been totally destroyed incurred solely by the necessity to comply with any building or other statutory regulations or Public Authority Bylaw or European Community Legislation excluding

- i. any cost resulting from any such requirement first imposed upon the **Insured** before the date of the **Damage**
- ii. the amount of any rate tax duty development or other charge arising out of capital appreciation as a result of complying with any such requirements which may be payable in respect of the **Buildings**

### Conditions

- a) The work of reinstatement must be completed within 12 months of the date of the **Damage** or such further period as the **Insurer** may in writing allow
- b) The liability of the **Insurer** for **Damage** to such property including such costs and expenses shall not exceed the Sum Insured stated in the Schedule

#### 6) Removal of Debris

This insurance includes the costs incurred in respect of removal of debris of **Property** insured resulting from **Damage** from an **Insured Peril** excluding

- a) costs incurred in removing debris except from the site of such **Damage** and the area immediately adjacent to such site
- b) costs arising from **Pollution or Contamination** of property not insured by this Section

The liability of the **Insurer** for **Damage** to such **Property** including such costs and expenses shall not exceed the Sums Insured stated in the Schedule

#### 7) Capital Additions

To the extent that they are not otherwise insured the insurance of **Buildings Tenants' Improvements** and **Contents** shall extend to cover

- a) alterations additions and improvements to **Buildings Tenants' Improvements** and **Contents** but not appreciation of the value of such property

## SECTION 1 – MATERIAL DAMAGE CONTINUED

- b) any newly erected or acquired **Buildings Tenants' Improvements** and **Contents** within the **Territorial Limits** from the commencement date of the responsibility of the **Insured**

subject to

- i. the **Insured** advising the **Insurer** of the amendments as soon as practicable on becoming aware of the increase in the extent of cover required and paying the appropriate additional premium
- ii. the Sums Insured for **Buildings Tenants' Improvements** and **Contents** at each location only being increased by the value of the additional property up to no more than 10% of the existing Sums Insured or £250,000 whichever is the lesser at any one location

### 8) Professional Fees

The insurance by each item on **Buildings Tenants' Improvements** and **Contents** includes an amount for architects' surveyors' consulting engineers' and legal fees incurred in the reinstatement or repair of such property consequent upon its **Damage** but not for preparing any claim. The total liability of the **Insurer** for **Damage** to such property including such fees shall not exceed the Sums Insured stated in the Schedule

### 9) Contracting Purchaser

Where the **Insured** at the time of **Damage** has contracted to sell their interest in any insured **Building** and the purchase is subsequently completed the contracting purchaser shall be entitled to benefit under the Policy provided that the **Building** is not otherwise insured in respect of such **Damage**

### 10) Contract Price

In respect only of **Stock** sold but not delivered for which the **Insured** is responsible under the terms of a sale contract which following **Damage** is cancelled due to the contract conditions wholly or to the extent of the **Damage** the liability of the **Insurer** shall be based on the contract price

### 11) Subrogation Waiver

In the event of a claim arising under this Section the **Insurer** agrees to waive any rights remedies or relief to which it might become entitled by subrogation against

- a) any company standing in the relation of parent or subsidiary to the **Insured** or
- b) any company which is a subsidiary of or a parent company of which the **Insured** themselves are subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**

### 12) Other Interests

Interests of third parties which the **Insured** is required to include herein under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically deemed to be held covered subject to notification by the **Insured** to the **Insurer** at the time of the **Damage**

### 13) Business Books

The basis of settlement of any claim for business books shall be their value as stationery together with the cost of clerical labour expended in their reproduction

### 14) Seasonal Increases

The Sum Insured of **Stock** items 4 and 5 as shown on the Schedule will be deemed to have been increased by 100%

- a) during the months of November December and January
- b) for a period of 7 days preceding and including any Bank Holiday during the rest of the year

## Exclusions applying to Section 1 – Material Damage

The **Insurer** shall not be liable for **Damage** to

- a) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft



## SECTION 1 – MATERIAL DAMAGE CONTINUED

- b) property or structures in the course of construction or erection and materials or supplies in connection with all such property or structures in the course of construction
- c) land piers jetties bridges culverts or excavations
- d) livestock growing crops or trees
- e) jewellery precious stones precious metals bullion or furs (other than as provided for under Additional Cover Domestic Contents and Personal Money of the Insured & Club Steward)

### Conditions

#### 1) Intruder Alarm System

**This Condition only applies where an Intruder Alarm Requirement is stated in the Schedule as being applicable under Section 1 – Material Damage**

It is a condition precedent to the **Insurer's** liability for **Damage by Insured Peril 7** that in respect of the **Intruder Alarm System** installed at the **Premises**

- a) the **Intruder Alarm System** is maintained in full and effective working order under a contract to provide corrective and preventive maintenance with the installer or such other contractor agreed by the **Insurer** in writing
  - b) the **Premises** are not left unattended
    - i. unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit or receive signals in full and effective operation
    - ii. where the police have withdrawn their response to alarm activation unless alternative security arrangements have been made by the **Insured** and approved by the **Insurer**
  - c) the **Intruder Alarm System**
    - i. is installed in accordance with a specification agreed in writing by the **Insurer**
    - ii. must not be altered or amended in any way unless such amendment or alteration has been approved by the **Insurer** and no alteration or substitution of the structure of the **Premises** or changes to the layout of the **Premises** which would affect the effectiveness of the **Intruder Alarm System** shall be made without the written consent of the **Insurer**
    - iii. maintenance contract must not be altered or substituted without the written consent of the **Insurer**
    - iv. procedures agreed by the **Insured** for the police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System** must not be altered or substituted without the written consent of the **Insurer**
  - d) the **Insured** must
    - i. maintain secrecy of the codes for the operation of the **Intruder Alarm System** and no details of such codes shall be left on the **Premises** when the **Premises** are left unattended
    - ii. immediately notify the **Insurer** upon receipt of any communication giving notice that the level response to the **Intruder Alarm System** has been or will be reduced
    - iii. appoint at least 2 **Keyholders** and lodge written details with the alarm company
  - e) in the event of notification of
    - i. any alarm fault
    - ii. activation of the **Intruder Alarm System**
    - iii. interruption of the means to transmit or receive signals to or from the **Intruder Alarm System** during the period that the **Intruder Alarm System** is set
- a **Keyholder** must attend the **Premises** as soon as possible in order to confirm the security of the **Premises** and reset the **Intruder Alarm System** in its entirety

## SECTION 1 – MATERIAL DAMAGE CONTINUED

If the Intruder Alarm System cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a **Keyholder** must remain at the **Premises** unless otherwise agreed in writing by the **Insurer**

### 2) Security Precautions

It is a condition precedent to the **Insurer's** liability for **Damage** by **Insured Peril 7** under the Policy that whenever the **Premises** or any part of the **Buildings** not occupied by the **Insured** for the purpose of the **Business** are left unattended all locks bolts and other protective devices are in full and effective operation

### 3) Stillage

It is a condition precedent to the **Insurer's** liability for **Damage** by **Insured Perils 8 9 and 11** that **Property** in the basement or sub basement of the **Premises** be kept at least 10cm above floor level

### 4) Kitchen Condition

It is a condition precedent to the **Insurer's** liability under Section 1 - Material Damage that

- a)
  - i. hoods ducts fans extractors and plenums are cleaned at least once every twelve months by an independent cleaning service contractor or more frequently where recommended by the appointed contractor
  - ii. filters are cleaned at least once a week
  - iii. extraction hoods canopies and grease traps are cleaned at least once a month
  - iv. a record of all servicing tests and cleaning is made and retained by the **Insured** and provided to the **Insurer** upon request
- b) as a minimum requirement the kitchen(s) at the **Premises** are fitted with
  - i. a wet chemical extinguisher Class F or a fixed wet chemical installation fitted within the hood of the fryer
  - ii. a fire blanket
- c) all extract ducts hoods and canopies have a clearance of at least 150 mm from combustible walls floors roofs linings and ceilings unless suitably protected by fire resistant substances or materials
- d) all frying ranges and deep fat frying equipment are
  - i. operated and maintained strictly in accordance with the manufacturers' instructions and recommendations
  - ii. fitted with thermostats set to prevent the temperature of fats rising above 210 degrees centigrade (or the manufacturers' recommended temperature if this is less than 210 degrees centigrade)
  - iii. fitted with a high temperature limit control of a non-resetting type to shut off the heat source if the temperature of the fat or oil exceeds 230 degrees centigrade

### 5) Electrical Testing Programme

It is a condition precedent to the **Insurer's** liability under Section 1 – Material Damage that the following testing programmes are implemented

- a) a fully certified Institution of Electrical Engineers' testing programme based upon the current Edition of the IEE Wiring Regulations and BS7671 on a three or five year programme as required and Completion and Periodic Certificates are signed by a competent person
- b) a fully documented portable appliance testing programme suitable for the nature of the appliances used on the **Premises** and any defects found are remedied immediately in accordance with IEE regulations

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 6) Removal of Waste

It is a condition precedent to the **Insurer's** liability under Section 1 – Material Damage that all waste and refuse is swept up daily and removed completely from the **Premises** at least once a week

### 7) Fire Extinguishing Appliances

The fire extinguishing appliances at the **Premises** whether installed at the commencement of this insurance or subsequently at the request of or with the knowledge of the **Insurer** shall be maintained in good working order. The **Insured** undertakes to maintain the said appliances in efficient working order during the Period of Insurance

Subject to observance of this undertaking Section 1 – Material Damage of this Policy shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown or beyond the control of the **Insured**

### 8) Chimney Sweeping and Open Fires Condition

It is a condition precedent to the **Insurer's** liability under Section 1 - Material Damage that all

- a) chimneys are swept by a professional chimney sweep at least every 12 months
- b) open fires are fitted with a spark guard and extinguished at the end of each working day and checked 30 minutes thereafter

### 9) Portable Heater Exclusion

It is a condition precedent to the **Insurer's** liability under Section 1 - Material Damage that portable naked flame gas or paraffin heaters are not used on the **Premises**

### 10) Smoking Condition

It is a condition precedent to the **Insurer's** liability for **Damage** caused by **Insured Perils** 1 and 3 that

- a) prominent no smoking signs are displayed in any areas that are deemed no smoking on the **Premises**
- b) metal receptacles with closed metal lids are provided for the disposal of smoking materials and all smoking materials are emptied into these bins and the lids closed before the **Premises** are vacated
- c) the last occupier leaving the **Premises** must inspect the **Premises** to ensure that there are no smouldering materials and must remove any unemptied ash trays or receptacles into a metal receptacle with a closed metal lid

## SECTION 2 – BUSINESS INTERRUPTION

This Section of the Policy is operative only if stated in the Schedule

In the event of **Damage** to the **Property** used by the **Insured** for the purposes of the **Business** carried on by the **Insured** at the **Premises** during the Period of Insurance from the **Insured Perils** under Section 1

- a) resulting in interruption or interference with the **Business** or
- b) which prevents the **Insured** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part as a result of the **Insured's** books of account at the **Premises** being damaged

the **Insurer** will indemnify the **Insured**

- i. in respect of a) the amount of loss resulting from such interruption or interference provided that at the time of the **Damage** there shall be in force an insurance covering the interest of the **Insured** in the **Property** at the **Premises** and that liability shall be admitted or payment made therefore or payment would have been made or liability admitted but for the operation of a proviso in the insurance excluding liability for losses below a specified amount
- ii. in respect of b) the amount of loss resulting from the **Damage**

The liability of the **Insurer** under this Section at the time of the event shall not exceed in respect of any item its Sum Insured or Limit stated in this Policy or the Schedule at the time of the event

### Clause

Reinstatement Following a Loss

The liability of the **Insurer** under this Section shall not exceed the Sum Insured or Limit remaining after deduction for any other interruption or interference resulting from **Damage** occurring during the same Period of Insurance unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit

### Basis of Settlement Clauses

#### 1) Gross Revenue

The **Insurer** will pay as indemnity to the **Insured** the amount of their loss in respect of each item stated in the Schedule as a result of loss of **Gross Revenue** and/or **Increased Cost of Working**

- a) the amount payable in respect of a reduction in **Gross Revenue** shall be the sum by which the **Gross Revenue** shall fall short of the **Standard Gross Revenue** during the **Indemnity Period** as a result of the **Damage**
- b) the amount payable in respect of the **Increased Cost of Working** as a result of the **Damage** not exceeding the amount of the reduction in **Gross Revenue** thereby avoided

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Revenue** that may cease or be reduced as a result of the **Damage**

Provided that adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

#### 2) Outstanding Debit Balances

The amount payable by the **Insurer** in respect of **Outstanding Debit Balances** is limited to loss sustained by the **Insured** directly due to **Damage** and the amount payable in respect of any one event shall not exceed

- a) the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the written consent of the **Insurer** in tracing and establishing customers' debit balances after the **Damage**

## SECTION 2 – BUSINESS INTERRUPTION CONTINUED

### 3) Average

If the Sum Insured is less than the **Gross Revenue** for the 12 months (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) immediately prior to the occurrence of **Damage** the amount payable shall be proportionately reduced after due provision has been made for the trend or variation in or other circumstances affecting or which would have affected the **Business** either before or after the **Damage**

### 4) Alternative Trading

If during the **Indemnity Period** work is done or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on behalf of the **Insured** the amount paid or payable in respect of such work or services shall be accounted for in arriving at the **Gross Revenue** during the **Indemnity Period**

### 5) Departmental

If the **Business** is conducted in departments the independent trading results of which are ascertainable the basis of **Gross Revenue** shall apply separately for each department

### 6) Accountants' and Auditors' Charges

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

### 7) Current Cost Accounting

For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded

### 8) Value Added Tax

To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

### 9) Payments on Account

Payments on account will be made to the **Insured** during the **Indemnity Period** if so requested subject to appropriate adjustment at the end of the **Indemnity Period**

## Extensions to Section 2

All terms exclusions and conditions of the **Insured Perils** under Section 1 and all terms exclusions and conditions of Section 2 apply to these Extensions in addition to those shown below as applying to each Extension

These extensions are operative only if **Gross Revenue** is stated in the Schedule.

The liability of the **Insurer** includes loss as insured by this Section resulting from interruption or interference with the **Business** in consequence of

#### 1) Premises Closure or Restrictions

- a) closure or restrictions placed on the **Premises** on the advice of or with the approval of the Medical Officer of Health for the Public Authority as a result of a **Notifiable Human Disease** occurring at the **Premises**
- b) injury or illness sustained by any person caused by or traceable to foreign or injurious matter in food or drink sold from the **Premises** by the **Insured**
- c) vermin and pests at the **Premises**
- d) closure of the whole or part of the **Premises** by order of the Public Authority consequent upon defects in the drains and other sanitation at the **Premises**
- e) murder or suicide occurring at the **Premises**
- f) sudden and accidental pollution of a beach or coastal or inland waterway at the **Premises** or within a 25 mile radius of the **Premises** which is directly responsible for cancellation of bookings for services provided by the **Insured** in connection with the **Business**

subject to a maximum of £50,000 for any one loss

## SECTION 2 – BUSINESS INTERRUPTION CONTINUED

The **Insurer** shall not be liable under this extension for costs incurred in cleaning repair replacement recall or checking of property

### 2) Unspecified Suppliers

Damage from the **Insured Perils** at the premises of any of the **Insured's** suppliers manufacturers or processors within the **Territorial Limits** but excluding the premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunications services subject to a maximum of £100,000 for any one loss

### 3) Denial of Access - damage from the Insured Perils

Damage from the **Insured Perils** to property within a one mile radius of the **Premises** which shall prevent or hinder the use of or access to the **Insured's Premises** whether or not there has been **Damage** to the **Premises** or **Property** of the **Insured** but excluding the property of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunications services subject to a maximum of £100,000 for any one loss

### 4) Accidental Failure of Public Supply

Accidental failure at the terminal ends of the public supply undertakings' feed to the **Premises** of electricity gas water or telecommunications services as a direct result of damage subject to a maximum of £100,000 for any one loss and providing the cessation of supply is for a minimum of 6 consecutive hours in respect of electricity gas or water and for a minimum of 6 consecutive hours in respect of telecommunications excluding

- a) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- b) total or partial failure of the public supply occasioned by strike or lock-out total or partial withdrawal of labour or total or partial cessation of work

### 5) Goods in Transit

**Damage to Goods in Transit** if insured by Section 1 and for which the **Insurer** has admitted liability subject to a maximum of £50,000 for any one loss

### 6) Documents

Damage from the **Insured Perils** to documents belonging to or held in trust by the **Insured** whilst temporarily at premises not in the occupation of the Insured or whilst in transit by road rail or inland waterway in Great Britain Northern Ireland the Channel Islands or the Isle of Man subject to a maximum of £25,000 for any one loss

### 7) Storage Sites

Damage from the **Insured Perils** at any premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man not in the occupation of the **Insured** where **Property** of the **Insured** is stored subject to a maximum of £25,000 for any one loss

### 8) Contract Sites

Damage from the **Insured Perils** at any situation in Great Britain Northern Ireland the Channel Islands or the Isle of Man where the **Insured** is carrying out a contract subject to a maximum of £25,000 for any one loss

## Exclusions

### 1) The **Insurer** shall not be liable for **Increased Cost of Working** due to

- a) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- b) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

### 2) The **Insurer** shall not be liable under this Section for loss arising directly or indirectly from

- a) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked out workers persons taking part in labour disturbances or civil commotion or malicious persons
- b) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from the **Insured Perils** insofar as it is not otherwise excluded

## SECTION 2 – BUSINESS INTERRUPTION CONTINUED

### Conditions

#### 1) Debit Recording and Storage

On a monthly basis the **Insured** shall record the total amount of **Outstanding Debit Balances** as set out in business books of account and such record shall be kept elsewhere than the **Insured's Premises**

#### 2) Declaration – applicable to Basis of Settlement 1. Gross Profit (declaration linked basis)

- a) The **Insured** shall provide the **Insurer** with the **Estimated Gross Profit** based on the financial year most nearly concurrent with the forthcoming Period of Insurance prior to each renewal date
- b) The **Insured** shall provide the **Insurer** with a declaration confirmed by the **Insured's** auditors of the **Gross Profit** earned during the financial year most nearly concurrent with the expired Period of Insurance within six months of the expiry of the Period of Insurance
- c) If any **Damage** has occurred giving rise to a loss of **Gross Profit** such declaration will be increased by the **Insurer** for the purpose of premium adjustment by the amount which the **Gross Profit** was reduced during the financial year solely in consequence of the **Damage**
- d) Premiums are provisional and if the declaration of **Gross Profit** provided by the **Insured** and confirmed by the **Insured's** auditors proportionately increased where the **Maximum Indemnity Period** exceeds 12 months is
  - i. less than the **Estimated Gross Profit** for the relevant Period of Insurance the **Insurer** will allow a pro rata return of premium not exceeding 50% of such premium paid
  - ii. greater than the **Estimated Gross Profit** for the relevant Period of Insurance the **Insured** shall pay a pro rata addition to the premium

### Additional Cover

All terms exclusions and conditions of Sections 1 and 2 apply to this Additional Cover in addition to those shown below

#### Loss of Licence

This Additional Cover is operative only if shown in the Schedule

The **Insurer** will indemnify the **Insured** for loss of a granted **Licence** being revoked or for the refusal to renew the **Licence** after due and proper application for renewal due to a cause beyond control of the **Insured**

The amount payable shall be

- a) the depreciation in value of the interest of the **Insured** in the **Premises** or the **Business**
- b) the costs and expenses incurred by the **Insured** with the prior written consent of the **Insurer** in connection with any appeal in respect of the revoking of or refusal to renew such **Licence**
- c) the loss of **Gross Profit** due to reduction in **Turnover** and **Increased Cost of Working**
  - i. the amount payable in respect of a reduction in **Turnover** shall be the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** shall fall short of the **Standard Turnover** during the Indemnity Period as a result of the loss of **Licence**
  - ii. the amount payable in respect of the **Increased Cost of Working** as a result of the loss of **Licence** not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of any reduction in the **Turnover** thereby avoided

less any sum saved during the Indemnity Period in respect of such charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced as a result of the loss of **Licence**

The liability of the **Insurer** under this Additional Cover shall be restricted to the Limit stated in the Schedule

For the purposes of this Additional Cover Indemnity Period shall mean

## SECTION 2 – BUSINESS INTERRUPTION CONTINUED

The period beginning with the loss of **Licence** and ending not later than twelve months thereafter during which the results of the **Business** shall be affected in consequence of the loss of **Licence** provided that if the **Premises** are disposed of within the 12 months after the loss of **Licence** the Indemnity Period shall terminate either

- a) upon disposal
  - or
  - b) 12 months from the loss of **Licence**
- whichever is the earlier

### Exclusions

The **Insurer** shall not be liable for

- a) any loss to the **Insured** by virtue of any legislation relating to the **Licence**
- b) any loss arising from the revoking of any extension to the normal opening hours
- c) any loss arising from the revoking of or refusal to renew the **Licence**
  - i. arising from any town or country planning improvement or redevelopment or compulsory purchase or the surrender reduction or redistribution of **Licence(s)**
  - ii. by the misconduct neglect or connivance of the **Insured** or failure by them to take steps necessary for keeping the **Licence** in force
- d) any loss relating directly or indirectly to a personal **Licence** issued to the **Insured** or **Employee** of the **Insured**
- e) any loss arising from the forfeiture of the **Licence** on the suspicion of illegal drug dealing at the **Premises**
- f) any loss arising from forfeiture of the **Licence** caused by alteration of the **Premises** without the consent of the appropriate authority
- g) any loss arising from the **Premises**
  - i. being closed for any period which is not required by law
  - ii. not being maintained in a sanitary condition or satisfactory state of repair
- h) payment of whatever nature due to the licensing authority by the **Insured**

### Conditions

It is a condition precedent to the **Insurer's** liability for any loss or payment under this Additional Cover that

- a) immediate notice must be given in writing to the **Insurer** by the **Insured** in the event of any
  - i. change in tenancy use or management of the **Premises**
  - ii. transfer or proposed transfer of the **Licence**
  - iii. complaint against the **Premises** or the control of the **Premises**
  - iv. proceedings against or conviction of the **Insured** manager tenant or occupier of the **Premises** for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty moral standing or sobriety
  - v. objection to renewal or other circumstances which might endanger the renewal of the **Licence**
- b) in the event of the revoking or refusal of renewal of the **Licence** the **Insured** must notify the **Insurer** in writing within 24 hours after the order by the authorities of the event which has resulted in forfeiture or refusal of renewal of the **Licence** and also state as far as the **Insured** is able the grounds upon which such order has been made or particulars of such event



## SECTION 3 – EQUIPMENT BREAKDOWN

In the event of an **Accident** at the **Premises** to **Covered Equipment** owned by the **Insured** or for which the **Insured** is responsible during the Period of Insurance the **Insurer** will indemnify the **Insured** in respect of any loss resulting from such loss destruction or damage or at its option replace or reinstate such **Covered Equipment** in accordance with the provisions of the Policy provided that during the Period of Insurance the liability of the **Insurer** under this Section shall not exceed £1,000,000 any one claim and in the aggregate

### Section Definitions

**Accident(s)** means

- a) electrical or mechanical **Breakdown** including rupture or bursting caused by centrifugal force
- b) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- c) **Explosion** or **Collapse** of **Covered Equipment** operating under steam or other fluid pressure
- d) loss destruction or damage to **Covered Equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment
- e) loss destruction or damage to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- f) loss destruction or damage caused by operator error
- g) loss destruction or damage caused by materials being processed

All **Accidents** that are the result of the same event shall be considered one **Accident**

**Breakdown** means

The actual breaking failure distortion or burning out of any part of the **Covered Equipment** whilst in ordinary use arising from defects in the **Covered Equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work

Fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative

The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

**Collapse** means

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the **Covered Equipment** caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

**Computer Equipment** means

- a) electronic computer or other data processing and/or storage equipment
- b) peripherals used in conjunction with a)
- c) software and programs licensed to the **Insured** and installed on a)

**Covered Equipment** means

- a) **Computer Equipment**
- b) Equipment at the **Premises** owned by the **Insured** or for which the **Insured** is responsible
  - i. built to operate under vacuum or pressure (other than weight of contents) or
  - ii. oil and water storage tanks or
  - iii. used for the generation transmission storage or conversion of energy

## SECTION 3 – EQUIPMENT BREAKDOWN CONTINUED

Excluding

- a) any supporting structure foundation masonry brickwork cabinet
- b) any insulating or refractory material
- c) any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)
- d) self-propelled plant and equipment (other than fork lift trucks used by the **Insured** at their **Premises**) dragline excavation or construction equipment
- e) equipment manufactured by the **Insured** for sale
- f) tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- g) any electronic equipment (other than **Computer Equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes
- h) any **Manufacturing Production or Process Equipment**
- i) any electricity generating equipment other than emergency back-up power equipment or wind turbines (less than 10kw) or photovoltaic equipment less than 50kw

**Derangement** means

Electrical or mechanical malfunction of the machinery arising from a cause internal to the **Computer Equipment** unaccompanied by visible damage to or breaking out of any parts of the equipment

**Explosion** means

The sudden and violent rending of **Covered Equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **Computer Equipment** together with forcible ejection of the contents

**Hazardous Substance** means

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

**Manufacturing Production or Process Equipment** means

Any machine or apparatus (other than boilers lifts fork lift trucks dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by the **Insured** and any equipment which exclusively serves such machinery or apparatus

**Media** means

All forms of electronic magnetic and optical tapes and discs for use in any **Computer Equipment**

**Verified** means

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

### Extensions and Sub Limits to Section 3

#### 1) Hazardous Substances

The **Insurer** shall be liable for the additional cost to repair or replace **Covered Equipment** because of contamination by a **Hazardous Substance** including any additional expenses incurred to clean up or dispose of such property

The liability of the **Insurer** shall not exceed £10,000 any one **Accident** in respect of such additional costs

## SECTION 3 – EQUIPMENT BREAKDOWN CONTINUED

### 2) Computer Equipment Reinstatement of Data and Increased Costs of Working

- a) The **Insurer** shall be liable under this Extension for loss destruction or damage caused by or resulting from
- an **Accident** to **Computer Equipment** at the **Premises**. The liability of the **Insurer** shall not exceed £500,000 for any one **Accident**
  - an **Accident** to portable **Computer Equipment** providing it is insured and within the Geographical Areas specified in the Schedule under Section 1 - All Risks on Portable Property. The liability of the **Insurer** shall not exceed £5,000 any one Accident
- b) In addition the **Insurer** shall be liable for costs incurred in reinstating data lost or damaged in consequence of an **Accident** to or **Derangement** of **Computer Equipment**

The liability of the **Insurer** shall not exceed £50,000 for any one **Accident**

Provided that

- liability is limited solely to the cost of reinstating data onto **Media**
  - the **Insurer** shall not be liable for loss of or damage to software
- c) In addition the **Insurer** will pay costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the **Insured**

The liability of the **Insurer** shall not exceed £50,000 for any one **Accident** in respect of such additional costs

### 3) Business Interruption

The **Insurer** shall be liable for loss as described under Section 2 - Business Interruption (provided that Section 2 - Business Interruption is operative) caused by an **Accident** to **Covered Equipment**

The liability of the **Insurer** in any one Period of Insurance shall not exceed £100,000 under this Extension

### 4) Public Authorities/Law or Ordinance

If an **Accident** to **Covered Equipment** damages **Buildings** and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the **Accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements the **Insurer** shall be liable for the following additional costs to comply with such ordinance or law

- the **Insured's** actual expenditures for the cost to demolish and clear the site of undamaged parts
- the **Insured's** actual expenditures for increased costs to repair rebuild or construct the Buildings If the **Buildings** are repaired or rebuilt it must be intended for similar use or occupancy as the current **Buildings** unless otherwise required by zoning or land use ordinance or law
- loss as described in Section 2 – Business Interruption as a result of a) or b) above only if Section 2 – Business Interruption is operative

The **Insurer** shall not be liable for

- any fine
- any liability to a third party
- any increase in loss due to a hazardous substance other than as specifically insured under Extension 1
- increased construction costs until the **Buildings** are actually repaired or replaced

This Extension is within and does not increase the Sum Insured for such **Buildings** stated in Section 1 – Material Damage of the Schedule

### 5) Expediting Expenses

With respect to damaged **Covered Equipment** or **Computer Equipment** the **Insurer** shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement subject to a maximum of £20,000 in respect of any one **Accident**

## SECTION 3 – EQUIPMENT BREAKDOWN CONTINUED

### 6) Hire of Substitute Item

If **Covered Equipment** is damaged as a result of an **Accident** the **Insurer** shall be liable for the cost of hire charges actually incurred by the **Insured** during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item damaged subject to a maximum of £5,000 in respect of any one **Accident**

### 7) Loss of Contents of Oil Storage Tanks

The **Insurer** shall be liable for the loss of the contents of static oil storage tanks caused by

- a) escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
- b) contamination - contamination of the contents of oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss

For the purposes of this Extension reference to oil storage tanks shall include all connected piping other than buried flexible or non-metallic piping

The liability of the **Insurer** under this Extension shall not exceed £10,000 any one **Accident**

### 8) Refrigerator Contents

The **Insurer** shall be liable for loss destruction or damage to frozen or chilled foodstuffs drugs or medicines owned by the **Insured** or for which the **Insured** is responsible in any frozen food cabinet deep freezer cold room cold store or refrigerator which is owned by the **Insured** or for which the **Insured** is responsible by or due to a change in temperature caused by an **Accident** or failure of the electricity supply

The **Insurer** shall not be liable for loss destruction or damage caused by

- a) the deliberate act of any electricity undertaking in terminating disconnecting restricting or withholding the public supply of electricity
- b) neglect or misuse
- c) wear tear deterioration of the cabinet or other gradually operating cause
- d) arising as a result of incorrect setting of thermostats or automatic controlling devices

This Extension is provided subject to an aggregate maximum of £15,000 at any one **Premises** in any one Period of Insurance however the **Insurer** shall not be liable for the amount of the **Excess** or 20% of any loss whichever is the greater amount where the frozen food cabinet deep freezer cold room cold store or refrigerator is over 10 years old

### 9) Damage to Own Surrounding Property

The **Insurer** shall be liable for loss destruction or damage to property at the **Premises** belonging to or in the custody and control of the **Insured** and for which they are responsible directly resulting from the **Explosion** or **Collapse** of any **Covered Equipment** operating under steam pressure

The liability of the **Insurer** under this Extension shall not exceed £1,000,000 any one **Accident**

### Basis of Settlement Clause

Subject to the following Special Conditions the basis upon which the amount payable in respect of **Covered Equipment** is to be calculated shall be the reinstatement of the **Covered Equipment** the subject of an **Accident**

For this purpose reinstatement means

- a) the replacement of **Covered Equipment** the subject of an **Accident** which provided the liability of the **Insurer** is not increased may be carried out
  - i. in any manner suitable to the requirements of the **Insured**
  - ii. upon another site
- b) the repair or restoration of **Covered Equipment** the subject of an **Accident**

in the case of a) or b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

## SECTION 3 – EQUIPMENT BREAKDOWN CONTINUED

### Special Conditions

- 1) The **Insurer's** liability for the repair or restoration of **Covered Equipment** the subject of an **Accident** shall not exceed the amount payable for replacement of the **Covered Equipment**
- 2) No payment beyond the amount which would have been payable in the absence of this clause shall be made
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have been actually incurred
- 3) All the terms and conditions of the Policy shall apply in respect of any claim payable under this clause except insofar as they are varied hereby

### Clause

#### Reinstatement of Losses

Unless written notice to the contrary is given by either the **Insurer** or the **Insured** the insurance by this Section shall not be reduced by the amount of any loss from the date of the loss destruction or damage to the date of expiry of the Period of Insurance

### Conditions

#### 1) Precautions

The **Insured** shall exercise due diligence in

- a) complying with any statute or order
- b) ensuring that insured items are properly maintained and used in accordance with manufacturers' recommendations and in taking reasonable precautions to prevent loss or damage

#### 2) Back-up Records

The **Insured** shall maintain a minimum of two generations of **Verified** back-up **Computer Records** taken at intervals no less frequently than 48 hours (one copy as a minimum being held off-site) and take all reasonable precautions to store and maintain records in accordance with the manufacturers' recommendations

### Exclusions

The following Exclusions are in addition to those in the Policy to which this Section forms part

#### 1) The **Insurer** will not be liable for loss destruction or damage caused by or resulting from

- a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
- b) defect or programming error or programming limitation or computer virus or malicious code or loss of data (other than as specifically provided for under Extension 2) or loss of access or loss of use or loss of functionality or other condition within or involving data or **Media** of any kind

#### 2) The **Insurer** will not be liable for loss destruction or damage caused by

- a) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
- b) any condition which can be corrected by re-setting calibrating re-aligning tightening adjusting or cleaning or by the performance of maintenance

but if insured loss destruction or damage from an **Accident** results the **Insurer** shall be liable for that resulting loss or damage

#### 3) The **Insurer** will not be liable for

- a) loss destruction or damage recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of the **Insured's** obligations under the agreement
- b) the **Excess** as stated in the Schedule

## SECTION 4 – EMPLOYERS’ LIABILITY

This Section of the Policy is operative only if stated in the Schedule

In the event of **Injury** sustained by any **Employee** of the **Insured** caused during the Period of Insurance and arising out of and in the course of their employment by the **Insured** for the purposes of the **Business** within the **Territorial Limits** the **Insurer** will indemnify the **Insured** in respect of all sums for which the **Insured** become legally liable to pay as compensation and claimant’s costs and expenses in respect of such **Injury**

The **Insurer** will also pay **Legal Costs** and **Solicitors’ Fees**

### Limit of Indemnity

The liability of the **Insurer** under this Section for compensation and claimant’s costs and expenses (and **Legal Costs** and **Solicitors’ Fees**) in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

### Section Definition

#### **Territorial Limits**

- a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in a) above and caused whilst such **Employee** is temporarily outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the territories specified in a) above or any other member country of the European Union

### Extensions to Section 4

- 1) Court Attendance Compensation

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurer’s** agreement up to a maximum of £250 per day per person

- 2) Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the **Insured’s** request any director or partner of the **Insured** or any **Employee** against **Legal Costs** incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given

Provided that this indemnity shall not apply to the payment of fines or penalties

- 3) Indemnity to Other Parties

If the **Insured** so request the **Insurer** will indemnify the following parties

- a) any officer or committee member or other member of the **Insured’s** canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
- ii. the **Insurer’s** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

## SECTION 4 – EMPLOYERS’ LIABILITY CONTINUED

### 4) Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** caused to the **Employee** during any Period of Insurance and occurring in connection with the **Business** against any person or company operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment the **Insurer** will at the **Insured’s** request pay to the **Employee** or the personal representatives of the **Employee** the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgment to the **Insurer**

### 5) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

The **Insurer** will indemnify the **Insured** against **Legal Costs** incurred with the **Insurer’s** written consent in defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders

## Exclusions

The indemnity granted under this Section shall not apply to

- 1) liability in respect of **Injury** to any **Employee** arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
- 2) liability in respect of **Injury** to any **Employee** who is working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel

## Conditions

### 1) Certificate of Employers’ Liability Insurance

If this Policy or Section is cancelled any Certificate of Employers’ Liability Insurance is similarly cancelled from the same date

### 2) Compulsory Insurance Legislation

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits** but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law

### 3) Discharge of Liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant’s costs and expenses **Legal Costs** and **Solicitors’ Fees** recoverable prior to the date of such payment

On payment the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

### 4) Other Insurances

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

## SECTION 5 – PUBLIC AND PRODUCTS LIABILITY

This Section of the Policy is operative only if stated in the Schedule

In the event of accidental

- a) **Injury** to any person
- b) physical loss of or physical damage to material property
- c) obstruction trespass nuisance or interference with any right of way light air or water
- d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

occurring during the Period of Insurance and arising out of ownership of the **Premises** or in the course of the **Business** within the **Territorial Limits** the **Insurer** will indemnify the **Insured** in respect of all sums which the **Insured** become legally liable to pay as compensation and claimant's costs and expenses

The **Insurer** will also pay **Legal Costs** and **Solicitors' Fees**

### Limit of Indemnity

The liability of the Insurer under this Section for compensation in respect of

- a) one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- b) all **Injury** and damage occurring during any one Period of Insurance in respect of **Products Supplied**
- c) all **Pollution or Contamination** which is deemed to have occurred during any Period of Insurance

shall not exceed the Limit of Indemnity stated in the Schedule

Costs inclusive in USA and Canada

Where indemnity is provided by this Section for liability in respect of occurrences in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the Schedule shall be the maximum amount payable and due by the **Insurer** inclusive of all costs and expenses

### Section Definition

#### **Territorial Limits**

- a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) elsewhere in the world other than the United States of America or Canada or their dependencies or trust territories in respect of temporary non-manual work undertaken by the **Insured** or any **Employee** ordinarily resident in a) above provided that any action for compensation is brought in a court of law within the territories specified in a) above or any other member country of the European Union
- c) and in respect **Products Supplied** anywhere in the world except for the United States of America or Canada or their dependencies or trust territories unless specifically agreed by the **Insurer** provided that the **Products Supplied** are supplied from or are worked upon in the territories specified in a) above

### Extensions to Section 5

- 1) Consumer Protection and Food Safety Acts – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the **Insured's** request any director partner or **Employee** of the **Insured** against **Legal Costs** incurred with the **Insurer's** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a) Part 2 of the Consumer Protection Act 1987 or
- b) Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the **Business** during the Period of Insurance

Provided that this indemnity shall not apply to

- i. the payment of fines or penalties
- ii. proceedings or appeals in respect of any deliberate act or omission by the **Insured**
- iii. costs or expenses insured by any other policy



## SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

### 2) Court Attendance Compensation

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurer's** agreement up to a maximum of £250 per day per person

### 3) Cross Liabilities

Where the **Insured** comprises more than one party the **Insurer** shall treat each party as the **Insured** as if a separate Policy had been issued to each provided that nothing in this Extension shall increase the liability of the **Insurer** beyond the amount for which the **Insurer** would have been liable had this Extension not applied

### 4) Data Protection Act

The **Insurer** will indemnify the **Insured** against liability at law incurred by the **Insured** under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in such Act) held by the **Insured** provided always that the **Insurer** shall not be liable for

- a) the payment of fines and penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data

### 5) Defective Premises Act

The **Insurer** will indemnify the **Insured** in respect of any legal liability incurred by the **Insured** during the Period of Insurance under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by the **Insured**

Provided that the **Insurer** shall not be liable

- a) for the cost of remedying any defect or alleged defect in the premises disposed of
- b) if the **Insured** is entitled to indemnity from any other source

### 6) Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against **Legal Costs** incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given

Provided that this indemnity shall not apply to the payment of fines or penalties

### 7) Indemnity to Other Parties

If the **Insured** so request the **Insurer** will indemnify the following parties

- a) any officer or committee member or other member of the **Insured's** canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
- ii. the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

## SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

### 8) Motor Contingent Liability

The **Insurer** will indemnify the **Insured** against legal liability arising out of the use of any motor vehicle in the course of the **Business** anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that the **Insurer** shall not be liable for

- a) any vehicle owned or provided by the **Insured** or any **Principal** for whom the **Insured** is working or any sub-contractor acting for or on behalf of the **Insured**
- b) damage to such vehicle or to goods conveyed in or on it
- c) any vehicle being driven by the **Insured**
- d) any vehicle being driven by any person who to the knowledge of the **Insured** or of the **Insured's** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- e) in respect of which the **Insured** is entitled to indemnity under any other insurance

### 9) Overseas Personal Liability

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any director or partner of the **Insured** or any **Employee** Club committee member and Club steward or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the **Business**

The indemnity shall not apply to legal liability

- a) arising out of ownership or occupation of land and buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

### 10) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

The **Insurer** will indemnify the **Insured** against **Legal Costs** incurred with the **Insurer's** written consent In defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 Committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders

### 11) Car Park Liability

The **Insurer** will indemnify the **Insured** against legal liability arising from damage to the vehicles of visitors or guests whilst in the **Insured's** car park at the **Premises** provided always that

- a) the **Insurer's** liability in respect of any one occurrence or series of occurrences consequent upon or attributable to any one single event shall not exceed £10,000 nor £50,000 in the aggregate for the Period of Insurance
- b) a disclaimer notice to the effect that vehicles are left at owners' risk and that the **Insured** accept no liability for loss or damage to any vehicle or its contents is displayed in a prominent position in the car park

### 12) Cloakrooms

The **Insurer** will indemnify the **Insured** against legal liability arising from damage to property (excluding gold and silver articles jewellery watches and the like) belonging to members or guests caused by theft or accidental means whilst such property is deposited in the cloakrooms in the **Premises**

Provided that

- a) this Extension shall not insure against damage caused by or due to fire and/or explosion
- b) the liability of the **Insurer** shall not exceed £100 any one article and £1,000 any one incident
- c) the cloakroom shall be locked-up whenever it is left unattended when members' or guests' property is deposited therein
- d) the **Insured** shall issue numbered tickets to each member or guest in respect of property deposited in the cloakroom and shall prominently display in each cloakroom disclaimer notices to the effect that property is left at the owners' risk and that the **Insured** accept no liability for loss or damage to contents left therein

## SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

### 13) Personal Liability

This additional cover applies only if the **Premises** are the permanent place of residence of the **Insured** or resident Club Steward

The **Insurer** will indemnify the **Insured** in respect of legal liability incurred in a personal capacity by the **Insured** or their resident Club Steward or any of their family permanently residing in the **Premises** for **Injury** or damage to property occurring anywhere within the **Territorial Limits**

Provided that this Extension shall not apply to liability

- a) excluded under this Section
- b) arising from any profession or business
- c) arising out of the ownership or occupation of land or buildings other than the **Premises**
- d) arising out of injury to the **Insured's** or Club Steward's spouse or partner or any member of **Insured's** or Club Steward's family permanently residing with the **Insured**
- e) tree felling or lopping operations
- f) the ownership possession or use of any animal (other than cats dogs or horses)
- g) where indemnity is provided by any other insurance

### 14) Member to Member

If the **Insured** so request the **Insurer** will indemnify any member of the **Insured** whilst acting in such capacity regardless of whether the third party claimant is also a member of the **Insured**

provided that

- a) neither such person is entitled to indemnity under any other policies
- b) each such person shall observe fulfil and be subject to the terms and conditions of this Policy in so far as they can apply

the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

### 15) Third Party Property Damage by sports balls

The **Insurer** will indemnify the **Insured** for loss or damage to third party property sustained as a result of impact by sports ball(s) and for which the **Insured** is held legally liable

The **Insurer's** liability under this Extension shall not exceed £500 any one loss and £1,000 in the aggregate in any one Period of Insurance

## Exclusions

The indemnity granted under this Section shall not apply to

#### 1) Advice and Design

Liability arising from advice design formula specification inspection certification or testing provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged

#### 2) Damage to Goods Supplied

Liability in respect of

- a) damage to any goods or other property sold supplied delivered installed or erected by or on behalf of the **Insured**
- b) all costs of or arising from the need for making good removal repair rectification replacement or recall of any such goods or property or any defective work carried out by or on behalf of the **Insured**

## SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

### 3) Safety Critical Products and Exports to USA and Canada

Liability in respect of

- a) any **Products Supplied** which to the knowledge of the **Insured** are to be used as a safety critical part in connection with aircraft hovercraft aerial or aero spatial devices watercraft drilling platforms or rigs motor vehicles railways railway locomotives or carriages operational areas of gas chemical nuclear petrochemical or power generation plants or mines
- b) any **Products Supplied** knowingly exported directly or indirectly to the United States of America or Canada or their dependencies or trust territories

### 4) Fines

Liability in respect of liquidated damages fines penalties exemplary punitive aggravated or multiplied damages

### 5) Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured**

### 6) Mechanically Propelled Vehicles

Liability arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy

### 7) Pollution or Contamination

Liability arising

- a) out of **Pollution or Contamination** unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance provided that all **Pollution or Contamination** arising out of one incident shall be deemed to have occurred at the time such incident takes place
- b) directly or indirectly by **Pollution or Contamination** occurring in the United States of America or Canada or their dependencies or trust territories

### 8) Property in the Charge or Control of the Insured

Liability in respect of loss or damage to any property belonging to or in the charge or control of the **Insured** other than

- a) personal effects or vehicles of any partner director or **Employee** or of visitor to the **Insured**
- b) premises (and their Contents) not belonging leased rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work
- c) premises (including their fixtures and fittings) leased rented or hired to the **Insured** but this Section does not cover liability attaching to the **Insured** solely under the terms of any tenancy or other agreement
- d) personal effects or vehicles of any member or guest as covered under the terms of Extension 12. of this Section

### 9) Vessels or Craft

Liability arising out of ownership possession or use by or on behalf of the **Insured** of any vessel or craft designed to travel in on or through water air or space (other than hand-propelled watercraft)

### 10) Work on Offshore Installations

Liability in respect of **Injury** loss or damage in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel

## SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

### 11) Asbestos

Any liability of whatsoever nature arising out of the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos This Exclusion shall not apply in respect of such removal storage or disposal provided that

- a) the **Insurer's** liability in respect of **Injury** loss or damage occurring during any one Period of Insurance shall not exceed £2,000,000 in the aggregate or the amount of the Limit of Indemnity for this Section as stated in the Schedule whichever is the lower
- b) such activity does not form part of the **Insured's** usual trade or **Business** or contract
- c) the discovery of asbestos by the **Insured** is unintentional and accidental
- d) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- e) an HSE licensed asbestos removal contractor who has Employers' Liability and Public and Products Liability insurances in force that
  - i. provide Limits of Indemnity no less than those stated in the Schedule and
  - ii. do not exclude the work to be carried outis contracted if legally required to make safe the area in which the discovery is made as soon as is practicable

### 12) Contractual Liability

Liability which attaches because of a contract or agreement but which would not have attached in the absence of such contract or agreement

### 13) Inflatable Devices

Liability arising out of the use or provision of bouncy castles or similar inflatable equipment

### 14) General Exclusions

Liability arising from

- a) sun beds or other tanning treatments using a light source
- b) electro-mechanical slimming treatments
- c) wrestling boxing martial arts or any other combatant sport
- d) dietary advice or instruction
- e) errors omissions or neglect in treatment (other than first aid) administered by or on behalf of the **Insured**
- f) any advice or instructions given by or on behalf of the **Insured** where due to the inexperience or lack of physical capabilities of the person so advised or instructed they could not have been expected to carry out such advice or instruction without incurring injury to themselves

### 15) Manual Work Away

Liability arising from manual work undertaken away from the **Insured's Premises** other than collection or delivery

### 16) Sporting Activities

**Injury** or damage caused by or arising from

- a) active participation in or training for
  - b) travelling to or from
  - c) the provision of any medical physical physiotherapy or sports injury treatment
- during
- i. any activities involving the sports of football rugby hockey lacrosse shinty or cricket
  - ii. club activities which involve armed or unarmed combat sports

## SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

- iii. any other event or fixture on behalf of the **Insured** which involves a sporting activity which involves bodily contact between opposing players

### 17) Belligerent and Malicious Acts

Damage or **Injury** caused by any belligerent or malicious acts of the **Insured** or their **Employees**

### 18) Special Events

Liability in respect of **Injury** or damage arising from any of the following activities

- a) motorised events on land or water
- b) airborne activities
- c) potholing caving abseiling bungee or fly jumping or any other similar activity
- d) mechanical fairground rides
- e) circuses
- f) fun runs on public roads
- g) water based activities
- h) any activity involving weapons of any kind
- i) riding
- j) winter sports
- k) any event where more than 1,000 people are expected to attend
- l) any fund raising event outside the **Territorial Limits**

## Conditions

### 1) Discharge of Liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant's costs and expenses **Legal Costs** and **Solicitors' Fees** recoverable prior to the date of such payment

On payment the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

### 2) Other Insurances

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

### 3) Heat Application Condition

It is a condition precedent to any liability of the **Insurer** that the following precautions are complied with in respect of any work involving the use or application of heat involving a naked flame open heat source angle grinder hot air stripper or the heating of bitumen or similar bituminous compounds anywhere other than at the **Insured's Premises**

- a) the area in the immediate vicinity of the application of heat must be cleared of any loose combustible materials before work commences
- b) other combustible materials including floors and walls must be covered by overlapping sheets of non-combustible material
- c) blow lamps and torches must be filled in the open and only kept lit for the time they are in use
- d) any sources of heat used must be continuously attended
- e) at least one suitable fire extinguisher must be kept in the area where the heat is being applied

## SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

- f) a thorough inspection for any signs of combustion within adjacent to behind and below the area being worked on must be undertaken after each separate application of heat and also 60 minutes after the completion of the period of work

### 4) Bona Fide Subcontractors Condition

It is a condition precedent to any liability of the **Insurer** in respect of injury loss destruction or damage arising out of work carried out on behalf of the **Insured** by bona fide subcontractors commencing during the Period of Insurance that the **Insured** obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the **Insured** the following insurance

- a) Employers' Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b) Public Liability insurance covering legal liability for **Injury** to any person other than described in a) above and loss destruction or damage to property with a limit of indemnity of not less than the Limit of Indemnity stated in the Schedule

This condition shall not apply where bona fide subcontractors are engaged to carry out work on behalf of the **Insured** in an emergency and there is insufficient time to obtain a written record from such subcontractor provided that the **Insured** shall obtain verbal confirmation and confirm such confirmation in writing and retain a copy as a written record

### 5) Gymnasium and Fitness Equipment

It is a condition precedent to the **Insurer's** liability that in connection with any gymnasium or fitness equipment the **Insured** ensure that

- a) such equipment is installed maintained and used in accordance with the instructions and guidelines of the manufacturer and is inspected prior to use by a responsible person and any defects remedied
- b) records of the maintenance and servicing of such equipment are kept in a readily accessible and clear form
- c) any instructor trainer leader or advisor is appropriately qualified as such and has at least one year's experience
- d) each user of the equipment has received appropriate instruction in the use of the equipment and records of this instruction are kept in a readily accessible and clear form

### 6) Play Equipment

It is a condition precedent to the **Insurer's** liability that all children's play equipment at the **Insured's Premises** is

- a) erected in accordance with the manufacturer's instructions on a safe and soft surface
- b) inspected daily and maintained at all times in a safe condition
- c) maintained in accordance with the manufacturer's instructions and records of such maintenance are kept and
- d) notices are displayed stating the minimum and maximum ages of children allowed to use the equipment in accordance with the manufacturer's instructions and that the children must be supervised by parents or persons authorised by their parents to do so

### 7) Swimming Pools

It is a condition precedent to the **Insurer's** liability that in connection with any swimming pool the **Insured** ensures that

- a) no diving is allowed and notices to this effect and stating the depth of the pool at different points are prominently displayed adjacent to the pool
- b) the pool is kept clean and adequately chlorinated at all times and is subject to at least an annual inspection and maintenance contract by a qualified person
- c) appropriate resuscitation equipment is available at all times
- d) when the pool is being used by children under 14 years' of age all activities are supervised by at least one responsible person of at least 18 years of age

## SECTION 5 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

### 8) Sauna Steam and Turkish Baths

It is a condition precedent to the **Insurer's** liability that in connection with any sauna steam or Turkish baths the **Insured** ensure that

- a) all areas subject to wet or damp conditions have non-slip floor surfaces
- b) all persons entering where the temperature is significantly below or above normal temperatures have been given full instructions as to the use of the facilities and are able to control temperatures or leave the abnormal temperature environment whenever they wish
- c) the facilities are supervised by a responsible and fully trained person of at least 21 years of age whenever in use

### 9) Bonfire and Firework Displays

It is a condition precedent to the **Insurer's** liability that in connection with any bonfires and/or firework displays the **Insured** ensure that

- a) Category 4 fireworks are only used where a qualified pyrotechnic technician co-ordinates the display and such co-ordinator holds valid Public Liability insurance in respect of such activity
- b) spectators are kept at least 25 metres from the bonfire and fireworks and behind a rope or other barrier
- c) fireworks are kept in a closed metal box when not being used
- d) fireworks are stored and lit a safe distance from the bonfire
- e) the Fire Brigade and Police are notified prior to any event and any advice given by them must be fully complied with
- f) first aid facilities are provided for the duration of any display

### 10) Checks on Hirers Insurance

It is a condition precedent to the **Insurer's** liability that the **Insured** check annually and retain a written record that hirers and users of the **Premises** have in force Public Liability insurance covering legal liability for injury to any person and loss destruction or damage to property with a Limit of Indemnity of not less than the limit stated on the Schedule

This Condition shall not apply to the hire of the **Premises** to private individuals for non-commercial functions such as weddings and birthday parties and the like



## SECTION 6 – MANAGEMENT PROTECTOR

### Sub-Section A – Personal Accident and Sub-Section B- Employee Dishonesty

These Sub-Sections are only operative if shown in the Schedule

#### Insuring Agreement

Subject to the terms exclusions and conditions of the respective Sub-Sections and the General Conditions and General Exclusions to the Policy

#### Sub – Section A – Personal Accident

This Sub-Section is operative only if stated in the Schedule

If an **Eligible Person** sustains accidental bodily injury whilst on the **Premises** or whilst in the course of the **Business** within the **Geographical Limits** during the Period of Insurance which within two years solely and independently of any other cause results in death or disablement, the **Insurer** will pay the **Insured** the percentage amount appropriate of the **Benefit** as follows

#### Schedule of Benefits

Loss of:	% of Benefit Sum Insured:
Life	100%
Both Hands or Both Feet	100%
Either Hand or Foot and Sight of One Eye	100%
One Hand and One Foot	100%
Sight of Both Eyes	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Thumb and Index Finger of Same Hand	25%

If more than one **Loss** results from any one accidental bodily injury, only one amount, the largest, will be paid

The maximum amount the **Insurer** will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the **Insurer** in the **Insured's** name in respect of all **Eligible Persons** suffering bodily injury in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance is the Benefit Limit as shown in the Schedule or £50,000 whichever is the lesser amount. If a claim exceeds this amount, the **Insurer** will pay an amount which is proportionately reduced until the total does not exceed the Benefit Limit as shown in the Schedule or £50,000

#### Personal Accident – Definitions

- 1) **Benefit** means the limit of indemnity shown in the Schedule of Benefits in this Sub-Section
- 2) **Eligible Person** means the **Insured** or any permanent employees under a contract of service or apprenticeship with the **Insured** and ordinarily resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands or any Insured Person noted in the schedule
- 3) **Geographical Limits** means
  - a) Great Britain Northern Ireland the Isle of Man or the Channel Islands or
  - b) Europe or
  - c) anywhere in the world
- 4) **Loss** with regard to:
  - i. hand or foot means actual severance through or above the wrist or ankle joints respectively
  - ii. eye means entire and irrevocable loss of sight
  - iii. thumb and index finger means actual severance through or above the joint that meets the hand at the palm

## SECTION 6 - MANAGEMENT PROTECTOR CONTINUED

### Personal Accident - General Conditions

- 1) **Acceptance of Benefit** – If the **Insurer** has paid a claim under the Additional Cover Personal Accident (Assault) of Section 1 – Material Damage and the **Insured** has accepted payment then the **Insurer** will not have to make any further payments for the same claim
- 2) **Claims Evidence** – The **Insured** must provide at their own expense any evidence in support of a **Loss**. An **Eligible Person** must undergo as many medical examinations in connection with any claim as the **Insurer** may require at its own expense
- 3) **Disappearance** – If an **Eligible Person** disappears and after a suitable period of time it is reasonable to believe that he/she has died as a result of accidental bodily injury the benefit will be paid provided that the **Insured** signs an agreement that if it is later found to be wrong, any amount paid will be refunded to the **Insurer**
- 4) **Exposure** – Death or dismemberment resulting from exposure to the elements will be considered to have been caused by accidental bodily injury.

### Personal Accident - Exclusions

This Personal Accident Cover does not include any loss caused by or arising directly or indirectly from:

- 1) intentional self-injury, suicide or attempted suicide, sexually transmitted conditions mental or nervous disorder anxiety stress or depression AIDS or HIV infection
- 2) serving in any branch of the Military or Armed Forces
- 3) being under the influence of drugs, alcohol or other intoxicants
- 4) participation in any crime, riot or civil commotion
- 5) flying as a pilot or member of aircrew
- 6) flying as a passenger in any aircraft that is not a multi-engine fixed wing aircraft licensed by a Civil Aviation Authority which flies according to a published service frequency and timetable showing departure days and departure and arrival times
- 7) the dispersal release or application of pathogenic or poisonous biological or chemical materials
- 8) self-exposure to needless peril (except in an attempt to save human life)
- 9) participation in winter sports skydiving / parachuting hang gliding bungee jumping scuba diving mountain climbing where ropes or guides are customarily used) riding or driving in races or rallies using a motorised vehicle or bicycle caving or pot-holing hunting or equestrian activities skin diving or other underwater activity, rafting or canoeing involving white water rapids yachting or boating outside coastal waters (2 miles) participation in any sport which provides the individual's major source of income any sporting activity not authorised or regulated by the school
- 10) sickness or disease (not resulting from accidental bodily injury), any naturally occurring condition or degenerative process, any gradually operating cause or any physical or medical condition which existed in the 24 months prior to inception of cover
- 11) any medical or surgical treatment except as may be necessary solely as a result of injury
- 12) any injury which shall result in hernia
- 13) any person after the expiry of the Period of Insurance during which that person reaches age 75 years

## SECTION 6 - MANAGEMENT PROTECTOR CONTINUED

### Sub-Section B - Employee Dishonesty Cover

This Sub-Section is operative only if stated in the Schedule

The **Insurer** shall indemnify the **Insured** for its direct financial *Loss* which occurs during the Period of Insurance as a direct result of one act of theft committed during the Period of Insurance by any identified *Employee* who is paid wholly or mainly by salary or wages (acting alone or in collusion with others) with the principal intent to cause the **Insured** to sustain a loss and to obtain financial benefit for such *Employee* (other than salaries commissions fees bonuses promotions awards profit sharing pensions or other employee benefits earned in the normal course of employment) which is *First Discovered* by the **Insured** during the Period of Insurance and within 72 hours of the theft occurring

The Liability of the **Insurer** shall be restricted to the limit stated in the Schedule for any one *Loss*

### Employee Dishonesty – Definitions

*Employee(s)* for the purposes of this Cover shall mean permanent employee(s) under a contract of service or apprenticeship with the **Insured** and the General Definition of Employee shall not apply in this Cover

*First Discovered* means the time the **Insured** first became aware of or had reason to reasonably suspect

*Loss* for the purpose of this Cover means direct financial loss (other than salary or other remuneration) of **Money**, **Non-Negotiable Money** or property insured under Sections 1 and 2 of this Policy and used in connection with the **Business** owned by the **Insured** or in the care custody or control of the **Insured** and for which the **Insured** is liable in connection with any one act of theft by an *Employee* provided that the **Insured** can establish and provide proof of the date of the incident and such incident is *First Discovered* by the **Insured** within 72 hours of its occurrence. Loss shall include costs fees or other expenses incurred in establishing the existence or amount of any Loss

*Knowledge* means become aware of or reasonably suspect

*Transaction* means a formal act to change control of the insured from that which existed at the inception of the Policy

### Employee Dishonesty – General Conditions

- 1) **Cancellation as to any Employee** – This Cover shall be deemed cancelled in respect of any *Employee* immediately upon discovery by the **Insured**, or by any director partner principal or officer thereof not in collusion with such *Employee* of any act of theft on the part of such *Employee* and further theft acts committed by such *Employee* are excluded
- 2) **Recoveries** – Under this Cover recoveries, less the actual cost of recovery, made after *Loss* will be distributed as follows; first, the **Insured** shall be reimbursed for *Loss* exceeding the Limit of Liability or settlement (whichever is less) and the **Excess** amount (if applicable); second, the **Insurer** shall be reimbursed for the settlement made; third, the **Insured** shall be reimbursed for *Loss* equal to the retention amount
- 3) **Management Controls** – It is a condition precedent to the liability of the **Insurer** under this Employee Dishonesty Cover that the **Insured** shall at all times comply with the following Conditions, evidence of which must be available at the time of claim
  - i. The statutory accounts are independently audited
  - ii. **Stock** is independently and physically checked, (at least once every six months), by an *Employee* not responsible for daily stock handling or ordering
  - iii. Cheque requisition/payment instructions and payment authorisation are segregated functions undertaken by separate *Employees*
  - iv. The ordering certification of receipt, and verification of supporting documentation before cheque or payment instructions are authorised for goods or services are performed by different *Employees* acting independently
  - v. Cash in hand and petty cash shall be checked independently of *Employees* responsible at least monthly
  - vi. Monthly reconciliation is performed on all bank accounts and debtors accounts independently of *Employees* in a position to receive payment of an account
  - viii. Written references are obtained and checked for all new *Employees* (except school-leavers) covering at least the preceding 2 years of continuous employment, where the *Employee* is to be responsible for **Money** and **Non-Negotiable Money** securities stock or accounts

## SECTION 6 - MANAGEMENT PROTECTOR CONTINUED

- 4) **Change in Control of Insured** – If, during the Period of Insurance a *Transaction* takes place then the cover provided under this Employee Dishonesty Cover is amended to apply only to acts committed which give rise to a loss occurring prior to the effective date of the *Transaction*. The **Insured** shall give the **Insurer** written notice of the *Transaction* as soon as practicable but not later than 30 days after the effective date of the *Transaction*

### Employee Dishonesty – Exclusions

The **Insurer** shall not be liable under this Employee Dishonesty Cover for

- 1) any theft discovered more than 72 hours after the established date of occurrence of the theft
- 2) any theft that results from the complete or partial non-payment or default under any credit arrangement loan lease or rental agreement invoice or payments made or withdrawals from any customer's account involving items which are not finally paid for any reason
- 3) any theft caused by any *Employee* from and after the time that the **Insured** or any director or officer thereof shall have *Knowledge* or information that such *Employee* has committed any dishonest or fraudulent act whether such act be committed before or after the date of employment by the **Insured**
- 4) any theft where the proof of such theft is dependent solely upon a profit and loss computation or comparison of inventory records with an actual physical count
- 5) any theft which arises out of the voluntary giving or surrendering of property in exchange or purchase unless such *Loss* is caused by an *Employee* or by forgery counterfeiting or fraud by any other person whether or not in collusion with an *Employee*
- 6) indirect or consequential loss of any nature
- 7) any costs fees and other expenses incurred by the **Insured** in establishing the existence of or amount of *Loss*
- 8) any costs of defending any legal proceeding brought against the **Insured**
- 9) any theft caused by any broker factor, commission consignee contractor or any other agent or representative of the same general character
- 10) any loss of and/or damage to proprietary information trade secrets confidential processing methods or other confidential information of any kind
- 11) any theft that the **Insured** *First Discovered* prior to or subsequent to the Period of Insurance
- 12) any theft arising from any act or any series of related acts committed outside the **Territorial Limits**
- 13) any theft in connection with any *Loss* committed by any *Employee* who at the time of committing the fraudulent or dishonest act owns or controls more than 5% of the issued share capital of the **Insured**

# GENERAL CLAIMS CONDITIONS

## 1) Action by the **Insured**

On the happening of any event or circumstance which could give rise to a claim by the **Insured** under the Policy or on receiving verbal or written notice of any claim the **Insured** shall

- a) as soon as reasonably possible give notice to the **Insurer**
- b) immediately notify the Police in respect of any **Damage** caused by thieves or malicious persons or in respect of theft by employees where covered and obtain a Crime Reference Number which must be advised to the **Insurer** as soon as reasonably possible
- c) immediately forward to the **Insurer** any writ or summons issued against the **Insured** by a third party
- d) take action to minimise the loss destruction or damage and to avoid interruption or interference with the **Business** and to prevent further loss destruction damage or injury
- e) at their own expense supply full details of the claim in writing to the **Insurer** together with any evidence and information that may be reasonably required by the **Insurer** for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it within
  - i. 7 days of Damage caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons
  - ii. 30 days of expiry of the **Indemnity Period** in respect of business Interruption claims
  - iii. 30 days of the event or circumstance in the case of any other claim or of a request from the **Insurer**

No theft or attempted theft claim under this Policy shall be considered unless notified to the Police in accordance with 1b) above and a Crime Reference Number obtained

No settlement admission of liability payment or promise of payment shall be made to a third party without the prior written consent of the **Insurer**

No claim under the Policy shall be payable unless the terms of this Condition have been complied with

## 2) Rights of the Insurer

The **Insurer** shall

- a) be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the Policy and at no cost to the **Insurer** the **Insured** shall give all assistance as may be reasonably required by the **Insurer**
- b) have the right to enter the **Premises** where the **Damage** has occurred and to keep possession of any **Property** insured without thereby incurring any liability or diminishing any of the **Insurer's** rights under the **Policy** and to deal with the salvage in a reasonable manner but the **Insured** shall not be entitled to abandon any **Property** to the **Insurer**
- c) at its option indemnify the Insured by payment reinstatement replacement or repair in respect of any **Property** lost or damaged or part thereof. If the **Insurer** elects to reinstate or replace any **Property** they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon

## 3) Conditions

Every Condition to which the Policy or any part thereof is or may be subject shall from the time the Condition attaches apply and continue to be in force during the whole currency of the Policy and non-compliance with any such Condition insofar as it increases the risk of loss destruction or damage shall be a bar to any claim in respect of such loss destruction or damage provided that whenever the Policy is renewed a claim in respect of loss destruction or damage occurring during the renewal period shall not be barred by reason of a Condition not having been complied with any time before the commencement of such period

## GENERAL CLAIMS CONDITIONS CONTINUED

### 4) Contribution in respect of Sections 1, 2 and 3 (not applicable to Personal Accident (Assault))

If in the event of **Damage** or liability under the Policy there shall be in force any other insurance effected by or on behalf of the **Insured** providing cover against such a claim

- a) the liability of the **Insurer** shall be limited to its rateable proportion of such a claim
- b) but which is subject to any provision excluding it from ranking concurrently with the Policy either in whole or in part or from contributing rateably to the claim then the liability of the **Insurer** shall be limited to such proportion of the claim as the Sum Insured bears to the value of the **Property**

### 5) Arbitration

If any difference shall arise as to the amounts to be paid under the Policy such difference may at the **Insurer's** option 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 **Insurer**

Any other difference shall be subject to the exclusive jurisdiction of the courts of England and Wales

### 6) Claims Co-operation

The **Insured** will provide all help and assistance and co-operation required by the **Insurer** in connection with any claim

## USEFUL INFORMATION

### How to make a claim

Please contact in the first instance the Broker Intermediary or Agent who arranged the Policy. Alternatively telephone the Claims Helpline on **0800 032 1170**. Please quote your Policy Number

### How to complain

If you have a complaint about your policy or the service you have received please contact the Broker Intermediary or Agent that arranged it

If they are unable to resolve your complaint you may refer your complaint to the Financial Ombudsman Service within six months of receiving their final response letter

Should you be unhappy with the service provided by LV= please contact us by phone on **0800 678 3161** or write to us at LV=, County Gates, Bournemouth, BH1 2NF E-mail: [feedback@LV.com](mailto:feedback@LV.com)

Please quote the Policy Number in all correspondence

A copy of our complaint handling procedure is available on request

If we cannot resolve your complaint you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter

The address is: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9 123** (from mobile or non BT lines)

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action

### Details about our Regulator

Liverpool Victoria Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

### Compensation

If we are unable to meet our liabilities to policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme. The level of compensation differs depending on the type of cover:

Compulsory Insurance    Non-compulsory Insurance

100% of the claim        90% of the claim

Further information can be obtained from:

Financial Services Compensation Scheme,  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

Telephone **0800 678 1100** or **020 7741 4100**

[enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

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



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