

# Commercial Combined Insurance

Policy booklet



**Policyfast**

## COMMERCIAL COMBINED INSURANCE

**THIS IS TO CERTIFY** that in accordance with the authorisation granted under the Contract (the number of which is specified in the schedule) to the undersigned by certain Underwriters at Lloyd's and Certain Insurance Companies (hereafter called the Insurers), and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

**THE INSURERS** hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability to accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

### PROVIDED always that :

- 1) The liability of the Insurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurers;
- 2) This Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

**IN WITNESS** whereof this Certificate has been signed as follows:

100% with AmTrust Europe Limited in respect of all Sections other than Liabilities and Legal Expenses;

100% with various insurers in respect of the Liability Section as detailed below;

100% with ARAG plc in respect of Legal Expenses. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

ARAG plc is authorised and regulated by the Financial Conduct Authority.

The address of the Financial Conduct Authority and the Prudential Regulation Authority is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

## LIABILITY SECTION INSURERS

### Royal & Sun Alliance Insurance plc.

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

### AIG Europe Limited.

AIG Europe Limited is registered in England: company number 1486260.

Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

### Covéa Insurance plc

Covea Insurance plc, Registered in England and Wales No.613259. Registered office, Norman Place, Reading, RG1 8DA

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

Insurers shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## SEVERAL LIABILITY CLAUSE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

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

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a

proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.'

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**

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

## **E.U. DISCLOSURE CLAUSE (UK)**

Notice to the Proposer/Insured

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

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

**The Certificate is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered.**

When drawing up this certificate, we have relied on the information and statements that you have provided in the proposal form or declaration together with any additional information supplied. The insurance relates ONLY to those sections of the certificate that are shown in the schedule as being included.

This certificate should be kept in a safe place – you may need to refer to it if you have to make a claim. It is recommended that you retain details of your Employers Liability policy/certificates for at least 40 years.

The written authority (the number of which is shown in the schedule) allows the coverholder to issue this certificate on behalf of underwriters named in the authority.

This certificate of insurance, schedule, and all conditions, clauses, endorsements, warranties and exclusions all form part of your insurance certificate.

## **COMPLAINTS**

Any enquiry or complaint should be addressed in the first instance to your Broker.

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

### **In respect of all Sections other than C and Legal Expenses**

If Your broker is unable to deal with your concerns the matter can be referred to Amtrust Europe Limited.

### **In respect of the Section C - Employers' and Public Liability**

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

Policyfast Ltd, 24, Lime Street, London EC3M 7HS

Whilst reviewing your complaint Your Insurer will:

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

Your Insurer is obliged to provide you with a

written offer of resolution within 8 weeks of the date Your complaint was received.

### **In respect of the Legal Expenses**

If Your broker is unable to deal with your concerns the matter can be referred to ARAG plc.

If You are unhappy with the final decision made by Your Insurer, you may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR  
Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [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)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

The addresses are:  
Complaints Department  
AmTrust Europe Limited  
Market Square House  
Nottingham  
NG1 6FG  
Telephone: 0115 934 9852  
E-Mail: [complaints@amtrusteu.co.uk](mailto:complaints@amtrusteu.co.uk)

Policyfast Ltd  
24, Lime Street  
London EC3M 7HS  
Tel No: 01344 397 600

Arag Plc  
9 Whiteladies Road  
Clifton  
Bristol  
BS8 1NN  
Tel No: 0844 472 2938

In the case of a complaint concerning an Insurance Broker/Intermediary, registered in accordance with the provisions of the Financial Services and Markets Act, please contact:  
The Financial Conduct Authority  
25 The North Colonnade  
Canary Wharf  
London E14 5HS

### **FINANCIAL SERVICES COMPENSATION SCHEME**

The Insurers are covered by The Financial Services Compensation Scheme  
You may be entitled to compensation from the Scheme if your insurers are unable to meet its obligations to you under this Contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation available would depend on the nature of the Contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

## DATA PROTECTION

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to the insured, the insurer may have access to Personal Data. The insured warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the insurer (whether such disclosure is made directly by the insured to the insurer or indirectly by the insured to any agent acting on behalf of the insured or the insurer).

The insurer shall be the Data Controller of any Personal Data provided to it.

The insurer undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the insured. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The insurer will hold all Personal Data provided to it securely and shall limit access to such Personal Data to those who have a need to see it. The insured hereby consents to the insurer sharing any Personal Data provided to it with its group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the insurer contracts in connection with the contract of insurance between the insured and the insurer. The insured acknowledges that the insurer may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Financial Conduct Authority or any other public body or authority of competent jurisdiction and the insured hereby consents to any such disclosure.

The insured acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the insurer sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

## Welcome to Policyfast

Welcome to Your new Commercial Combined policy exclusively arranged through Policyfast Limited and its associate company City Underwriters Limited.

This policy forms part of Your legal contract with Us and defines exactly what Your Commercial Combined policy covers You against. Please refer to Your Schedule of cover for confirmation of the level of cover You have chosen.

## Index

|  |    |
|--|----|
| Complaints   | 2  |
| General Definitions  | 5  |
| General Agreement  | 7  |
| General Exclusions   | 9  |
| General Conditions   | 12 |
| Claims Conditions  | 14 |
| Section A - Material Damage  | 15 |
| Section B - Business Interruption                                    | 29 |
| Section C - Employers', Public and<br>Products Liability             | 35 |
| Section D - Loss of Money & Personal<br>Assault                      | 41 |
| Section E - Goods in Transit   | 45 |
| Section F - Business Equipment                                       | 48 |
| Section G - Book Debts   | 50 |
| Section H - Stock Deterioration following<br>Refrigeration Breakdown | 51 |
| Section I - Legal Expenses   | 52 |
| Additional Clauses/Warranties  | 62 |

**GENERAL DEFINITIONS -  
APPLICABLE TO ALL SECTIONS  
OTHER THAN SECTION C & I**

**Business**

means the business of the **Insured** specified in the Certificate Schedule conducted at or from premises in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and any additional geographical areas specified in the Certificate Schedule and shall include

1. the ownership repair and maintenance of the **Insured's** own property; and/or pensioners;
2. the provision and management of canteens, social, sports, medical, fire fighting and welfare organisations for the benefit of any **Person Employed**.

**Business Equipment**

means **Computer Equipment** and peripherals and other electronic office equipment including laser printers, fax machines, photocopiers and telephone installations belonging to the **Insured** or for which the **Insured** is responsible.

**Computer Equipment**

means any computer equipment, component, system or item that processes, stores, transmits or retrieves **Electronic Data** including, without limitation, firmware, hardware, interconnecting wiring and temperature and environmental control, power supply, voltage regulating and other protective equipment used exclusively in connection with the computer equipment, component, system or item.

**Computer Records**

mean all current and back up computer records relating to the **Business** stored on **Computer Equipment** at the **Premises**.

**Computer Virus**

means a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

**Damage**

means loss of possession of, destruction of or damage to tangible property.

**Denial of Service Attack**

means 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. A **Denial of Service Attack** includes, but is 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.

**Digital & Cyber Risks**

mean

1. **Damage** to any **Computer Equipment**; or
2. any expenditure incurred in replacing, repairing or hiring any **Computer Equipment** consequent on **Damage** to any **Computer Equipment**; or
3. lost revenue or income or market or business opportunities or the incurring of contractual penalties relating to delays or failures in or inadequate performance consequent on **Damage** to any **Computer Equipment**;

where such **Damage** is caused by **Computer Virus** or **Hacking** or a **Denial of Service Attack**.

**Documents**

mean business books and records, deeds, documents (including stamps thereon), manuscripts, plans & writings of every description, books (written or printed) and computer disks, tapes and records.

Bonds, negotiable documents and/ or securities do not form part of **Documents** unless specified otherwise in the Certificate Schedule.

**Electronic Data**

means facts, concepts and information converted to a form useable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including programs, software and other coded instructions for such equipment.

**Hacking**

means unauthorised access to any equipment, component or system or item which processes, stores or retrieves **Electronic Data**, whether the property of the **Insured** or not.

## **Insured**

means the person, company, partnership or other organisation named in the Certificate Schedule as the **Insured**, including any subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurers**.

Where the **Insured** is a partnership, all reference to a “director” in the Certificate shall mean “partner”.

## **Money**

means **Negotiable Money** and **Non-Negotiable Money**.

### **Negotiable Money**

means cash, bank notes, uncrossed cheques, uncrossed girocheques, uncrossed bankers’ drafts, uncrossed money orders, uncrossed postal orders, bills of exchange, unused postage stamps and certificates, holidays with pay stamps, gift tokens, all the **Insured’s** own or for which the **Insured** is responsible, and luncheon vouchers the property of the **Insured** but only while in the custody of the **Insured**.

### **Non-Negotiable Money**

means crossed cheques, crossed girocheques, crossed bankers’ drafts, crossed money orders, crossed postal orders, used National Insurance stamps, National Savings Certificates, credit company sales vouchers, VAT purchase invoices and unused franking machine units.

### **Period of Insurance**

means the period between the dates specified in the Certificate Schedule commencing and ending at one minute past midnight (00.01 am) unless specified otherwise in the Certificate Schedule.

### **Person Employed**

means any

1. employee under a contract of service or apprenticeship with the **Insured**;
2. labour master or individual supplied by him;
3. labour only subcontractor;
4. self-employed individual working for and under the control of the **Insured**;
5. individual hired or borrowed by the **Insured**;
6. person undertaking study or work experience or youth training scheme with the **Insured**;
7. voluntary worker or volunteer

while working on behalf of the **Insured** in connection with the **Business**;

## **Pollutant**

means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

Waste is deemed to include materials to be recycled, reconditioned or reclaimed but *Legionella* bacteria are deemed not to be

**Pollutants** for the purpose of this Certificate.

### **Pollution**

means the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time.

### **Pollution Clean-Up**

means any cost, expense, claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time that the **Insured** or any other party acting jointly and severally with the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **Pollutants**.

### **Premises**

means the locations specified in the Certificate Schedule.

### **Territorial Limits**

means the **United Kingdom** and any additional geographical areas specified in the Certificate Schedule.

### **United Kingdom**

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



## GENERAL AGREEMENT - APPLICABLE TO ALL SECTIONS OTHER THAN SECTION I

### 1 Premium

- 1.1 The insurance granted by this Certificate is conditional on the premium being paid to and accepted by the **Insurers** on or before the payment date shown in the Certificate Schedule.
- 1.2 Insurance Premium Tax or other levies and charges shown in the Certificate Schedule are payable in addition to and at the same time as the premium, unless specified otherwise in the Certificate Schedule.
- 1.3 Failure to pay premium on or before the payment date may result in the Certificate being void with effect from the commencement of the **Period Of Insurance** in accordance with General Conditions 4 – Cancellation.

### 2 Interpretation

- 2.1 Words in Bold Type given specific meanings in the General Definitions will have the same specific meaning each time they appear in the Certificate.
- 2.2 Words in Bold Type given specific meanings as Additional Definitions applicable to an Insured Section will have the same specific meaning each time they appear in that Insured Section and any conditions in the Claims Conditions particular to that Insured Section.
- 2.3 This Certificate only includes those Insured Sections that are specified as included in the Certificate Schedule.
- 2.4 Reference to the Certificate includes reference to the Certificate Schedule, the General Agreement, the General Definitions, the General Conditions, the Claims Conditions, the General Exclusions, the Insured Sections specified as included in the Certificate Schedule and any endorsements attaching to the Certificate as a whole or individual Insured Sections which together form one document and the entire agreement.

2.5 Reference to a statute, statutory instrument, regulation or order shall include any amendment, re-enactment or replacement thereof.

2.6 Reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity as the context permits.

2.7 Words importing the singular include the plural and vice versa and words importing any gender include any other gender.

2.8 The headings in this Certificate are for convenience only and shall not affect its interpretation.

### 3 Discharge of liability

The **Insurers** may at any time pay the applicable limit of liability or Sum Insured (after deduction of any sum already paid) in settlement of claims or pay a lesser amount if claims can be settled for less.

The **Insurers** shall then be under no further liability with respect to such claims except for the payment of such costs and expenses incurred prior to the date of payment for which the **Insurers** remain liable.

### 4 Governing Law

Unless the **Insured** and the **Insurers** have agreed otherwise, this Certificate will be governed by and construed in accordance with the law of England and Wales.

### 5 Rights of Third Parties

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

### 6 Data Protection Act 1998

It is agreed by the **Insured** that any information provided to the **Insurers** regarding the **Insured** may be processed by the **Insurers** in compliance with the provisions of the Data Protection Act 1998, for the providing of insurance and handling of claims if any which may necessitate providing such information to third parties.



## 7 Document Management

The **Insurers** may hold documents relating to this Certificate and any claims under it in electronic form and may destroy the originals. It is hereby agreed that an electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

## 8 Representation

The first named **Insured** in the Certificate Schedule shall act on behalf of all other parties in respect of whom an indemnity is provided under this Certificate with respect to the giving and receiving of any notices from the **Insurers** or the **Insurers'** representatives including any notice of cancellation. The payment to the **Insured** of any return premium that may be payable under this Certificate shall satisfy any obligation the **Insurers** may have to return premium.

## 9 Personal Representatives

In the event of the death or incapacity as determined in accordance with the Mental Capacity Act 2005 of any person indemnified by this Certificate, the **Insurers** will pay such sums as would have been payable under this Certificate to such person to his personal representatives, provided that they comply with the provisions of this Certificate in so far as they apply.

## 10 Dispute Resolution

10.1 All matters of dispute between the **Insured** and the **Insurers** (the parties) arising out of or in connection with this Certificate will be referred to a mediator to be agreed by the parties within fourteen (14) working days of the dispute arising under this Certificate. If a mediator is not agreed then either party may apply to the Centre for Dispute Resolution (CEDR) for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the referral of the dispute to mediation will be conducted in confidence.

10.2 The respective obligations of the parties under this Certificate shall continue in force while the dispute is unresolved, except to the extent that the nature of the dispute prevents continued performance of any obligation.

10.3 If the parties are unable to agree on the appointment of a mediator or either party elects to discontinue the mediation process or does not agree to the mediation procedures to be adopted, the dispute will be referred by either party to be determined by a sole arbitrator to be appointed in default of agreement between the parties by the president of the Institute of Chartered Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment in force at the time.

10.4 The making of a final un-appealed arbitration award will be a condition precedent to any right of action against the insurers.

## 11 Financial Services Compensation Scheme (FSCS)

The **Insurers** are covered by the Financial Services Compensation Scheme (FSCS). The **Insured** may be entitled to compensation from the scheme if the **Insurers** cannot meet their obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on 020 7892 7300.

**GENERAL EXCLUSIONS -  
APPLICABLE TO ALL SECTIONS  
OTHER THAN SECTIONS C & I**

The following General Exclusions will apply to each Insured Section of this Certificate other than where specifically varied or replaced.

This Certificate excludes and does not cover

1. **Asbestos**  
**Damage**, injury or liability directly or indirectly caused by or arising from or in any way related to asbestos or asbestos fibres or any commodity article or thing containing asbestos or asbestos fibres or the cost of removing nullifying or cleaning up asbestos, asbestos fibres or any commodity article or thing containing asbestos or asbestos fibres;
2. **Biological or Chemical Materials**  
**Damage**, injury or liability arising from or any costs or expenses incurred in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto;
3. **Deliberate Acts**  
**Damage**, injury or liability either expected or intended by the **Insured** but this exclusion does not apply to physical or mental injury to an individual resulting from the use of reasonable force to protect persons or property;  
For the purposes of this exclusion, **Damage** or injury contributed to by a failure to take reasonable precautions to prevent **Damage** or injury will be deemed expected or intended by the **Insured**.
4. **Electronic Data**
  - a) any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever or resulting from or consequent on or concurrent with any cause whatsoever;
  - b) any costs, expenses or liability arising out of or from loss, damage, destruction, distortion, erasure,

corruption or alteration of **Electronic Data** (including but not limited to loss of use, reduction in functionality or costs of reproducing **Electronic Data**);

This exclusion shall not apply to **Damage**, injury or liability arising out of fire or explosion directly caused by loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data**.

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

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

5. **Invalid payments**  
any claims in respect of loss of property of the **Insured** or of property for which the **Insured** is responsible if the cause of loss is non-payment or invalid payment for the property by a third party after hand-over or release of the property by or on behalf of the **Insured** to such third party or such third party's agent or representative.
6. **Micro-organism**  
**Damage**, injury or liability arising from or any costs or expenses incurred in connection with mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including

but not limited to any substance whose presence poses an actual or potential threat to human health;

7. **Northern Ireland Overrider**

**Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of

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

For the purposes of this exclusion

- i) "Unlawful Association" means any organisation which is engaged in "Terrorism" and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Criminal Damage (Compensation) (Northern Ireland) Order 1977.
- ii) "Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the **Insurers** allege that by reason of the provisions of this exclusion any **Damage** is not covered by this Certificate the burden of proving that such **Damage** is covered shall be upon the **Insured**.

This overriding exclusion applies to this Certificate and to any extension thereof, unless such extension expressly cancels this overriding exclusion.

8. **Pollution (not applicable to Insured Section – Employers', Public and Products Liability)**

- a) **Damage** to
  - i) any property owned by the **Insured** or for which the **Insured** is responsible; or
  - ii) any land or premises (including land or water within or below the boundaries of such land or

premises) that are presently or were at any time previously owned, leased, hired or tenanted by the **Insured**

caused by or arising out of **Pollution**;

b) **Pollution Clean-Up** arising from **Damage** to

- i) any property owned by the **Insured** or for which the **Insured** is responsible; or
- ii) any land or premises (including land or water within or below the boundaries of such land or premises) that are presently or were at any time previously owned, leased, hired or tenanted by the **Insured**

caused by or arising out of **Pollution**;

9. **Radioactive Contamination**

**Damage**, injury or liability arising from or any costs or expenses incurred in connection with

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

10. **Sonic bang**

**Damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

11. **Terrorism**

loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of "Terrorism" regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

For the purpose of this exclusion an act of "Terrorism" means an act, including but not limited to the use of force or violence

and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

Loss, damage, cost or expense of whatsoever nature in Northern Ireland directly or indirectly resulting from or in connection with riot, civil commotion and (except in respect of damage or consequential loss by fire or explosion) strikers, locked-out workers, or persons taking part in labour disturbances, or malicious persons.

If the **Insurers** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

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

12. **War & Confiscation**

**Damage**, injury or liability directly or indirectly occasioned by, happening through or in consequence of or any costs or expenses incurred in connection with war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or any public or local authority;

13. **Water table**

**Damage** attributable solely to change in the water table level.

14. **Terrorism Exclusion Clause For Contamination And Contingent Business Interruption**

A) It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of biological or chemical contamination due to any act of terrorism.

For the purpose of this endorsement "contamination" means the contamination, poisoning, or preventing and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

B) It is further agreed that, regardless of any contributory causes, this insurance does not cover

i) any business interruption losses resulting from customers and suppliers extension, or denial of access,

ii) loss, damage, cost or expenses directly or indirectly arising out of any service interruption (e.g. power, gas, water, communications)

due to any act of terrorism.

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

If the insurer alleges that by reason of this exclusion, any loss damage, cost or expense is not covered by the insurance the burden of proving the contrary shall be upon the insured.

## GENERAL CONDITIONS - APPLICABLE TO ALL SECTIONS OTHER THAN SECTIONS C & I

### 1. Adjustment of premium

1.1 If the premium has been calculated on estimates given by the **Insured** the **Insured** shall keep an accurate record containing all relevant particulars, which shall be available to the **Insurers** for inspection.

1.2 Within one month of the expiry of the **Period of Insurance** the **Insured** shall supply to the **Insurers** an accurate statement in the form required so that the balance of the premium for the **Period of Insurance** can be calculated and the difference paid by or allowed to the **Insured**, subject to any minimum premium that may be required.

1.3 If the **Insured** fails to supply such a statement within one (1) month of the expiry of the **Period of Insurance** the **Insurers** shall be entitled to charge for the balance of the premium for the **Period of Insurance** based on the particulars declared in the **Insured's** last Financial Statements before the expiry of the **Period of Insurance**.

### 2. Assignment

Assignment of interest under this Certificate shall not bind the **Insurers** unless and until the **Insurers'** written consent is endorsed hereon.

### 3. Basis for the Certificate

3.1 All information supplied by the **Insured** in connection with the application for insurance, including any Proposal Form or Application Form or other information supplied by or on behalf of the **Insured** will be incorporated into and form part of this Certificate.

3.2 Acceptance of this Certificate shall be deemed confirmation by the **Insured** that all information supplied in connection with the application for insurance is true, accurate and complete as far as the **Insured** is aware, having exercised reasonable diligence in making due enquiry.

3.3 The **Insurers** have the right to reject or reduce claims arising out of risks the

**Insurers** are unaware of as a result of the **Insured's** failure to supply true, accurate and complete information and in serious cases cancel the entire Certificate or individual Insured Sections of the Certificate.

### 4. Cancellation

4.1 The **Insurers** may cancel the entire Certificate or individual Insured Sections of the Certificate by giving notice in writing to the **Insured** at the **Insured's** last known address.

4.2 If the **Insurers** cancel on account of deliberate and reckless misrepresentation or non-disclosure by or on behalf of the **Insured**, the effective date of termination will be immediate and the **Insurers** will be entitled to retain all premium paid.

4.3 If the **Insurers** cancel for reasons other than deliberate and reckless misrepresentation or non-disclosure the notice of termination will state the effective date of termination, which will be not less than thirty (30) days from the mailing of the notice and the **Insured** will be entitled to a return of premium for the unexpired portion of the **Period of Insurance**, less any amounts to which the **Insurers** are entitled in accordance with General Conditions 1 (Adjustment of Premium).

4.4 The **Insured** may cancel the entire Certificate or individual Insured Sections of the Certificate at any time by giving notice in writing to the **Insurers** or the intermediary appointed by the **Insured** to place this insurance and stating the effective date of cancellation.

4.5 If the **Insured** gives notice of cancellation, the **Insurers** will be entitled to retain any minimum earned premium or the customary short-term premium, whichever is greater. Details of the customary short-term premium are available on request.

**Insurers** reserve the right not to allow a return of premium in respect of Section C – Employers', Public and Products Liability, or if there has been a claim or an incident that may give rise to a claim under this Certificate.

**5. Cessation of Interest**

This Certificate shall be avoided with respect to any Insured Section with regard to which the **Insured's** interest ceases after the commencement of the Period of **Insurance**, unless the **Insurers** have agreed, in writing, to maintain the Certificate in force after the **Insured's** interest has ceased.

**6. Changes in risk after the commencement of the Period of Insurance**

6.1 The **Insured** must ensure that the **Insurers** are notified as soon as practicable and in writing of any changes to the material facts (meaning any facts or information the **Insurers** would take into account in their assessment or acceptance of the risk to be insured) supplied in connection with the application for this insurance.

6.2 The **Insurers** have the right to apply additional terms, conditions and exclusions and/or to charge additional premium consistent with such changes to the material facts.

**7. Due Diligence**

7.1 The **Insured** shall at the **Insured's** own expense

- a) maintain the **Premises** and all machinery, plant, equipment and furnishings at the **Premises**, in a satisfactory state of repair;
- b) exercise care in the selection and supervision of **Persons Employed**;
- c) comply with all relevant statutory requirements, manufacturer recommendations and other regulations relating to the use, inspection and safety of property and safety of persons;
- d) make good any defect or danger which becomes apparent and take additional precautions as circumstances require;
- e) exercise care in the selection and supervision of **Persons Employed**;
- f) in the event of **Damage** or injury,
  - (i) take all reasonable steps to contain the extent of

**Damage** or injury as far as possible and ensure that such additional precautions as the circumstances require are taken;

- (ii) cease any activity that has given rise to the **Damage** or injury or can reasonably be expected to give rise to further **Damage** or injury.

**8. Excess**

8.1 The **Insured** is responsible for the full amount of any Excess specified in the Certificate Schedule.

8.2 The **Insured** is not permitted to effect insurance in respect of any Excess specified in the Certificate Schedule.

**9. Inspection and Audit**

The **Insurers**, or such representative(s) as the **Insurers** may designate, shall be permitted but not obligated to inspect the **Insured's** property and operations at any time. Neither the **Insurers'** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe.

**10. Observance**

Observance of the terms of this Certificate relating to anything to be done or complied with by the **Insured** is a condition precedent to any liability of the **Insurers**.

**11 Warranty**

11.1 Any clause containing the words "it is warranted that" is a warranty.

11.2 Every warranty shall apply from the time it attaches and shall continue to be in force until the expiry of the **Period of Insurance**.

11.3 Non-compliance with any warranty insofar as the non-compliance increases the risk shall be a bar to any claim.

## CLAIMS CONDITIONS - APPLICABLE TO ALL SECTIONS OTHER THAN SECTION I

If you wish to make a claim, you should contact the intermediary who arranged cover for you, who will notify us of your claim. When submitting a claim form you must give your policy number. When you become aware of an event which is likely to result in a claim under this policy:

1. You must:
  - a. Provide in writing full details of injury or loss or **Damage** as soon as possible and in any event within:
    - seven (7) days if caused by riot or civil commotion;
    - or thirty (30) days if from any other cause.
  - b. Tell the police immediately if loss or **Damage** has been caused by theft, attempted theft or malicious act or vandalism and help us get back and identify the Property;
  - c. Immediately send us every letter, claim, writ or summons without answering them;
  - d. Supply at your own expense, all reports, certificates, plans, specifications, quantities information and help we ask for;
  - e. Give us all information and evidence, including written estimates and proof of ownership and value that we ask for. You must pay any costs involved in doing this.
2. You must not:
  - a. Leave any property for us to deal with;
  - b. Dispose of any damaged items until we have had the chance to inspect them;
  - c. Repair any damaged items until we have had the chance to inspect them;
  - d. Admit liability or promise to make a payment without our permission.
3. We may do the following:
  - a. keep the insured property and deal with the salvage;
  - b. Negotiate, defend or settle (in your name and on your behalf) any claim made against you;
  - c. Prosecute (in your name for our own benefit), any other person in respect of any amount we have paid or must pay;
  - d. Appoint a loss adjuster to deal with the claim;
  - e. Arrange to repair the **Damage** to the insured property.
4. You may do the following:

Carry out temporary emergency repairs to make good the property following **Damage** caused by an insured peril. This is limited to the following without prejudicing your position:

  - a. Boarding up following **Damage** to windows, doors, fan lights and skylights to make the property secure. Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the policy.
5. Our rights:
  - a. We may take, or ask you to take, any action to get back, from anyone else, any costs we have to pay under this Policy. We may do this before or after we pay your claim;
  - b. We may take over the defence or settlement of a claim against you by another person.
6. Contribution - other insurances:

If you have any other insurance policies which cover the same loss, **Damage** or liability as this policy, we will pay only our share of the claim.



## **SECTION A – MATERIAL DAMAGE**

### **A Additional Definitions applicable to Insured Section – Material Damage**

#### **All Other Contents**

means those items specifically listed in the Certificate Schedule under the Item “All Other Contents” and

1. **Money** for an amount not exceeding GBP 1,000;
2. **Documents**;
3. **Computer Records** for an amount not exceeding GBP 5,000 unless specified otherwise in the Certificate Schedule;
4. patterns, models, moulds, templates, plans and designs;
5. clothing and personal effects, tools, instruments and the like, of directors, executives, **Persons Employed**, visitors and guests of the Insured for an amount not exceeding GBP 500 in respect of any one person, and for pedal cycles GBP 500 per person;

#### **Building**

means any building at the **Premises** capable of being locked which, unless otherwise declared, shall be built mainly of brick, stone, concrete or other non-combustible materials, including: -

1. landlord’s fixtures and fittings; and/or
2. fixed sanitary ware; and/or
3. canopies, fixed signs and street furniture; and/or
4. outbuildings, annexes, gangways, extensions, walls, gates, fences, roads, paved areas, pavements, lamp posts, and other structures within the curtilage of the **Premises**; and/or
5. telephone, gas, water and electricity instruments, meters, drains, piping, cables and the like, and accessories thereof including such property for which the **Insured** is responsible which is underground and partly or wholly serves to supply the described **Premises**;
6. security cameras and lights owned by or used by the **Insured** and located on or around the **Premises**; and/or
7. any open space, yard or garden but only if

specified in the Certificate Schedule.

#### **Glass**

means

1. normal flat annealed glass, toughened and laminated glass, bent, tinted, stained or fired glass, decoration or protective film or alarm foil on glass, including lettering thereon, in windows, doors and fanlights;
2. glass in fixed showcases, shelves, tops or mirrors;
3. neon signs.

#### **Professional Fees**

means fees (but not any fees charged for the preparation of a claim or estimate of loss), not exceeding the amounts authorised under the scales of the various institutions regulating such charges prevailing at the time of the **Damage**, of architects, surveyors, lawyers, and consulting engineers and other professional persons necessarily incurred by or on behalf of the **Insured** in the **Reinstatement of Property** following **Damage to Property** indemnified by this Insured Section.

#### **Property**

means the property specified in the Certificate Schedule, which either belongs to the **Insured** or for which the **Insured** is responsible.

#### **Reinstatement**

means

1. the rebuilding of a **Building** to the same or similar specifications except as provided for in Memoranda 8 & 9 (Reinstatement and Public Authorities); or
2. the replacement of **Property** other than a **Building** that has been lost, destroyed or damaged beyond the reasonable cost of repair by property similar to that lost, destroyed or substantially damaged when new; or
3. the repair or restoration of damaged **Property** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

#### **Removal of Debris**

means costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurers** in

1. removing the debris of,

2. dismantling and/or demolishing,
3. shoring up or propping of **Property** destroyed or damaged by an Insured Peril entered as operative in the Certificate Schedule.

### Stock

means stock and material in trade belonging to the **Insured** or held in trust or on commission by the **Insured**, including

1. up to GBP 250 of wines, spirits, tobacco and cigarettes if no separate amount for wines, spirits, tobacco and cigarettes is entered in the Certificate Schedule; or
2. wines, spirits, tobacco and cigarettes up to the specific amount entered in the Certificate Schedule.

### Tenants Improvements

internal decorations to ceilings and walls and improvements and additions of a similar nature belonging to the **Insured** or for which the **Insured** is responsible as tenant and not owner of the **Premises**

## B Insuring Clause

Subject to the General Agreement, General Definitions, General Conditions, General Exclusions and Claims Conditions of this Certificate, and the additional definitions, exclusions, conditions, extensions, and memoranda contained in this Insured Section, the **Insurers** agree to indemnify the **Insured** in accordance with J "Basis of Settlement" against **Damage** to the **Property** provided that the **Damage**

1. is caused by or arises from one or more of the Insured Perils listed below and entered as operative in the Certificate Schedule and
  2. occurs during the **Period of Insurance**.
- The **Insurers** shall not be liable for more than the Sum Insured stated in the Certificate Schedule or in this Insured Section in respect of each loss or series of losses arising out of one event at each location.

## C Insured Perils

1. a) FIRE (including subterranean fire) and/or LIGHTNING

- b) FIRE (including subterranean fire) consequent upon explosion wherever the explosion occurs

2. STORM OR TEMPEST
3. FLOOD
4. BURSTING OR OVERFLOWING OF WATER TANKS, APPARATUS OR PIPES
5. IMPACT BY ANY VEHICLE OR TRAIN (or by goods falling therefrom) OR ANIMAL
6. EXPLOSION
7. AIRCRAFT and other aerial devices or articles dropped therefrom
8. RIOT, CIVIL COMMOTION, STRIKERS, LOCKED-OUT WORKERS or PERSONS taking part in LABOUR DISTURBANCES
9. MALICIOUS PERSONS
10. EARTHQUAKE
11. WATER DISCHARGED OR LEAKING FROM THE AUTOMATIC SPRINKLER INSTALLATION(S) IN THE PREMISES
12. THEFT OR ATTEMPTED THEFT
13. ACCIDENTAL DAMAGE caused by or arising from any cause other than the Insured Perils listed above

## D Additional Exclusions applicable to Insured Perils 1-13 inclusive

With respect to Insured Perils 1-13 inclusive this Insured Section excludes and does not cover **Damage**

1. resulting from
  - a) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam; or
  - b) inundation from the sea; caused by
    - a) frost, subsidence, ground heave or landslip;
    - b) discharge or leakage from pipes, mains and tanks attributable to faulty repairs to such pipes, mains and tanks;
2. arising from building works, renovation or refurbishment unless the **Insurers** have agreed to cover such work prior to the **Damage**;

3. occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured** but this exclusion does not apply if the **Damage** is caused by fire resulting from an explosion of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only;
4. resulting from
  - a) the bursting or overflowing or leakage of water tanks apparatus or pipes;
  - b) the discharge of water or leakage from the automatic sprinkler installation(s) in the **Premises** occasioned by or happening through freezing;
 while the **Premises** are unoccupied or vacant, but this exclusion shall not apply while the **Premises** are normally closed for holidays or weekends;
5. caused by or resulting from THEFT OR ATTEMPTED THEFT unless the THEFT OR ATTEMPTED THEFT involves
  - a) forcible or violent means to gain entry; or
  - b) violence or threat of violence against the **Insured** or any director, officer of or **Person Employed** by the **Insured**;
6. to **Money, Documents**, bonds, securities or medals caused by or resulting from THEFT OR ATTEMPTED THEFT;
7. to movable property in the open caused by or resulting from STORM OR TEMPEST or THEFT OR ATTEMPTED THEFT;
8. to fences and gates caused by or resulting from STORM OR TEMPEST;
9. to motor vehicles and accessories in or upon the said vehicles, explosives, livestock, bonds, negotiable documents, or securities except as expressly itemised in the Certificate Schedule;
10. resulting from interruption or cessation of work;
11. **Digital & Cyber Risks.**

**E Additional Exclusions applicable to Insured Peril 13 – ACCIDENTAL DAMAGE**

With respect to Insured Peril 13 this Insured Section excludes and does not cover

1. **Damage** caused by
  - a) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials or any other gradually operating cause;
  - b) faulty or defective workmanship, operational error or omission on the part of the **Insured** or any **Person Employed** by the **Insured**;
  - c) explosion occasioned by the bursting of a boiler, economiser vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**;
 but this exclusion shall not apply to **Damage** resulting from an ensuing cause which is not otherwise excluded;
2. **Damage** caused by
  - a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
  - b) change in temperature, colour, flavour, texture or finish;
  - c) THEFT OR ATTEMPTED THEFT but this exclusion does not apply to the cost for which the **Insured** is responsible of making good damage to any **Building** at the **Premises** caused during the THEFT OR ATTEMPTED THEFT if no amount is entered in the Certificate Schedule for **Buildings** and no other insurance is in force for damage to such **Building** caused by THEFT OR ATTEMPTED THEFT;
  - d) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
  - e) mechanical or electrical breakdown or derangement of machinery or

- equipment;
- f) the self-ignition of electrical plant or apparatus but this exclusion shall only apply to that part of the electrical plant or apparatus in which self-ignition occurs;
- 3. **Damage** caused by acts of fraud or dishonesty or the misfiling or misplacing of information;
- 4. **Damage** to any **Building** or foundations caused by or following subsidence, collapse, ground heave, landslip, settling, cracking, shrinkage or expansion;
- 5. any disappearance or shortage revealed only at the time of stock taking or a stock check or the making of an inventory or not traceable to a specific incident;
- 6. **Damage** to movable **Property** in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust;
- 7. **Damage** resulting from **Property** undergoing any process of production, packing, treatment, testing, commission, servicing or repair;
- 8. **Damage** to **Glass**, glassware, china, earthenware, marble or other fragile or brittle objects;
- 9. **Damage** to **Business Equipment** and/or **Computer Records**;
- 11. **Damage** to
  - a) **Property** in transit;
  - b) vehicles licensed for road use (including accessories thereon) caravans, trailers whilst being used outside the confines of the **Premises**, railway locomotives, rolling stock, watercraft or aircraft;
- 12. **Damage** to
  - a) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art and rare books, bonds, negotiable documents, securities or medals;
  - b) property or structures in the course of construction or erection and materials supplied in connection with all such property in course of construction or

- erection;
  - c) roads, pavements, piers, jetties, bridges, culverts or excavations;
  - d) livestock, growing crops or trees;
- unless expressly itemised in the Certificate Schedule.

**F Additional Conditions applicable to Insured Section – Material Damage**

1. **Protection Maintenance Clause**
- It is a condition precedent to the **Insurers'** liability for **Damage** to **Property** caused by theft or attempted theft or by malicious persons that
- a) in respect of any Alarm System installed at the **Premises**
    - (i) a maintenance contract is maintained in force throughout the **Period of Insurance** with the company that installed the Alarm System or a company approved by the **Insurers**;
    - (ii) the **Premises** are not left unattended unless
      - 1) the Alarm System is tested and set in its entirety and, where the equipment permits, any central station to which the Alarm System is connected has acknowledged the setting signal;
      - 2) as far as the **Insured** or any person responsible for security is aware, the Alarm System is in full and efficient working order;
      - 3) the agreement of the **Insurers** is obtained in writing before replacing, extending or otherwise altering the Alarm System;
    - (iii) the **Insurers** are notified immediately and in writing if
      - 1) the **Insured** receives written notification from a Police Authority that it may

- be withdrawing response to alarm calls; or
- 2) the **Insured** is required to abate a nuisance under the Code of Practice on Noise from Audible Intruder Alarms 1983;
- b) whenever the **Premises** are left unattended
- (i) all locks and other protective devices are in full operation;
  - (ii) all keys (including those relating to any part of the Alarm System) are
    - 1) removed from the **Premises**; or
    - 2) placed within a locked safe or strong room, all keys to which are removed from the **Premises**;
  - (iii) any details of any combination code for a combination lock are put in a locked place and the keys to such locked place removed from the **Premises**;

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

## 2. **Fire Appliance Maintenance Clause**

It is understood and agreed that

- a) the **Insured** will maintain all fire extinguishing appliances contained in the **Premises** in full working order throughout the **Period of Insurance** and
- b) notify the **Insurers** immediately of any disconnection or failure of the automatic fire alarm installation which is likely to leave any area without protection for twelve (12) hours or more.

This Certificate shall not be invalidated by any defect in any of the appliances due to circumstances unknown or beyond the control of the **Insured**.

## 3. **Fire certificate**

It is a condition precedent to the **Insurers'** liability that if the **Insured** is required to have a Fire Certificate under the terms of the current legislation of the **United Kingdom**

- a) a current Fire Certificate valid for the **Premises** is maintained in force during the whole **Period of Insurance**; or
- b) the **Insured** has applied to the Fire Authority for a Fire Certificate and the application has not been withdrawn or refused.

## 4. **Automatic sprinkler installation clause**

It is understood and agreed that

- a) the **Insured** shall take all reasonable steps to prevent frost and other damage to the automatic sprinkler installation(s) and, so far as their responsibility extends, to maintain the installation(s) including the automatic external alarm signal(s) in efficient condition;
- b) in the event of any discharge or leakage from the said installation(s) the **Insured** shall do and permit to be done all things practicable whether by removal or otherwise to save and protect the **Property**;
- c) when any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed notice thereof is to be given to the **Insurers**.

## 5. **Excess**

The Excess specified in the Certificate Schedule shall apply to all **Damage** arising from the same event but shall not apply to any costs or expenses incurred by the **Insured** as a result of the **Damage**.

## 6. **Other insurance**

It is understood and agreed that

- a) this Insured Section does not apply to **Damage to Property** which is more specifically insured by other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance had this Insured Section not been effected;

- b) where this Insured Section applies in excess of more specific insurance, the amount payable under this Insured Section and the more specific insurance combined shall not exceed the total cost of **Reinstatement** or where the basis of settlement under this Insured Section is other than **Reinstatement** the value of the **Property** at the time of **Damage**;
- c) if no amount has been entered in the Certificate Schedule for **Buildings** and other insurance is in force for **Damage to Buildings** at the **Premises**, such other insurance will be deemed more specific insurance in respect of **Property** included within the definition of **Building** applicable to this Insured Section.
- d) this Insured Section does not apply to **Damage to Property** more specifically covered by any other Insured Section included in this Certificate.

**7. Automatic reinstatement of the Sum Insured**

Except where a Sum Insured is applicable to all **Damage** during the **Period of Insurance**, the applicable Sum Insured shall be immediately and automatically reinstated following **Damage to Property** caused by an operative Insured Peril, provided that the **Damage** is not otherwise excluded and the **Insured** undertakes to pay an additional premium.

The additional premium will be calculated by applying the rate applicable to the **Property** lost, destroyed or damaged to the amount settled or to be settled in accordance with J Basis of Settlement, pro-rated from the date of the **Damage** to the expiry of the **Period of Insurance**.

**G Extensions**

**Asbestos**

- 1. This Insured Section is extended to indemnify the **Insured** against physical damage to asbestos physically incorporated in a building or structure at the **Premises**

occurring in its entirety during the **Period of Insurance** and caused by one of the following Listed Perils:

Fire (including subterranean fire), Lightning, Explosion, Aircraft, Riot or Civil Commotion, Earthquake, Storm or Flood, Escape of Water, Impact, Sprinkler Leakage, Subsidence.

- 2. This Extension does not apply
  - a) if no Sum Insured is entered in the Certificate Schedule with respect to the building or structure in which the asbestos is incorporated;
  - b) if the Listed Peril causing physical damage to the asbestos is not entered in the Certificate Schedule as an operative Insured Peril with respect to the building or structure in which the asbestos is incorporated;
  - c) unless the Listed Peril is the immediate and sole cause of the physical damage to the asbestos;
  - d) to physical damage caused by or arising from wear and tear or inherent defect quality or vice in or of any asbestos;
  - e) to any asbestos which has not physically damaged by one of Listed Perils contained in this Extension;
  - f) to any physical damage to asbestos first reported to the **Insurers** more than twelve (12) months after the expiry of the **Period of Insurance** or, if this Insured Section is cancelled by the **Insurers** or the **Insured**, more than twelve (12) months after the effective date of cancellation.
- 3. The **Insured** must report the existence and cost of the physical damage to the asbestos to the **Insurers** as soon as practicable after the commencement of any physical damage to the asbestos caused by a Listed Peril.
- 4. Except as specifically varied above, this Extension is subject to General Exclusion 1. (Asbestos).

**H Optional Extensions**

The following Extensions shall apply only if it is stated in the Certificate Schedule that they are included.

Where there is any conflict between the terms of an Extension and any condition, exclusion or Memorandum of this Insured Section then the terms of the Extension shall prevail.

**Day One Basis (Non- Adjustable)**

1. The **Insured** having stated in writing a Declared Value in respect of the total cost of **Reinstatement** (being the cost of **Reinstatement** and in addition the costs of **Professional Fees, Removal of Debris** and the costs of complying with Building or other Regulations as detailed in Memorandum 8 Public Authorities) of each of the following

- a) the **Building(s)**,
- b) the **Insured's** fixtures and fittings (if the **Insured** is not the landlord),
- c) **Tenants Improvements** (if no Sum Insured or Declared Value is shown in the Certificate Schedule against "Buildings"),
- d) machinery and plant

at the level of costs applying at the commencement of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently), the premium has been calculated accordingly.

2. In respect of **Property** to which this Extension applies, the figure stated in brackets below the Sum Insured in the Certificate Schedule represents the Declared Value as defined in paragraph 1 above.

3. Clause d) of Memorandum 8 – Reinstatement is amended to read

If at the time the total cost of **Reinstatement** (being the cost of **Reinstatement** and in addition the costs of **Professional Fees, Removal of Debris** and the costs of complying with Building or other Regulations as detailed in Memorandum 8 Public Authorities) is actually incurred, such total cost of **Reinstatement** exceeds the Declared Value applicable to the reinstated

**Property**, the **Insurers' liability** for such total cost of **Reinstatement** shall not exceed that proportion which the Declared Value applicable to the reinstated **Property** shall bear to the total cost of **Reinstatement** of the reinstated **Property**;

**Day One Basis (Adjustable).**

1. The **Insured** having stated in writing a Declared Value in respect of the total cost of **Reinstatement** (being the cost of **Reinstatement** and in addition the costs of **Professional Fees, Removal of Debris** and the costs of complying with Building or other Regulations as detailed in Memorandum 8 Public Authorities) of each of the following

- a) the **Building(s)**,
- b) the **Insured's** fixtures and fittings (if the **Insured** is not the landlord),
- c) **Tenants Improvements** (if no Sum Insured or Declared Value is shown in the Certificate Schedule against "Buildings"),
- d) machinery and plant  
at the level of costs applying at the commencement of the **Period of Insurance**, the premium has been calculated accordingly.

2. In respect of **Property** to which this Extension applies the figure stated in brackets below the Sum Insured in the Certificate Schedule represent the Declared Value as defined in paragraph 1 above.

3. The Declared Value will be adjusted monthly with effect from the commencement of the **Period of Insurance** in accordance with the appropriate retail price index.

4. Clause d) of Memorandum 8 – Reinstatement is amended to read

If at the time the total cost of **Reinstatement** (being the cost of **Reinstatement** and in addition the costs of **Professional Fees, Removal of Debris** and the costs of complying with Building or other Regulations as detailed in Memorandum 8 Public Authorities) is actually incurred, such



total cost of **Reinstatement** exceeds the Declared Value applicable to the reinstated **Property** at the date the **Damage** took place, the **Insurers'** liability for such total cost of **Reinstatement** shall not exceed that proportion which the Declared Value (after adjustment in accordance with changes in the appropriate retail price index between the commencement of the **Period of Insurance** and the date the **Damage** occurs) applicable to the reinstated **Property** shall bear to the total cost of **Reinstatement** of the reinstated **Property**;

### Stock Declaration

The premium paid hereon in respect of **Stock** is only provisional, being calculated on 75% of the estimated average amount and is subject to adjustment as follows:-

1. The value of the **Stock** on the last day of each calendar month shall be declared in writing by the **Insured** to the **Insurers** and if a declaration is not made the **Insured** shall be deemed to have declared the Sum Insured as the value.
2. On the expiry of the **Period of Insurance** the actual premium shall be calculated at the rate specified in the Certificate Schedule in respect of this Extension on the average amount declared which shall be arrived at by dividing the total of the sums declared by the number of declarations.

If the actual premium is greater than the provisional premium, the **Insured** shall pay the difference. If the actual premium is less the difference shall be repaid to the **Insured**, subject to the **Insurers** retaining any minimum premium stipulated in the Certificate Schedule in respect of **Stock**.

In consideration of the Sum Insured not being reduced in respect of subsequent **Damage to Stock**, the **Insured** shall pay additional premium on the amount of claim settlement, calculated by applying the rate specified in the Certificate Schedule in respect of this Extension to the amount of the claim settlement and then pro rata from the date the **Damage** occurred to the expiry of the **Period of Insurance**.

### Rent

In the event of **Damage** to a **Building** caused by an Insured Peril entered as operative in the Certificate Schedule as a result of which the **Building** is unfit for occupation for its usual purposes, the **Insurers** will pay, up to the Sum Insured for "Rent" entered in the Certificate Schedule,

1. to the **Insured** the actual reduction in rent receivable by the **Insured**; or
2. on behalf of the **Insured** the amount of rent that continues to be payable under contract.

The **Insurers** will not pay any rent after the expiry of the "Period of Rent Insured" specified in the Certificate Schedule, such "Period of Rent Insured" commencing on the date of the **Damage**.

### Glass

1. In the event of breakage of **Glass** the **Insurers** will indemnify the **Insured** for
  - a) (i) the cost of replacing **Glass** in windows, internal or external doors of a building or fanlights with glass conforming with BS6206 where required by regulations or BS6262; and
  - (ii) the cost of making good any damage to the frames or framework of the windows, doors or fanlights resulting from the breakage;
  - (iii) the cost of removal and/or replacement of fixtures and fittings of windows, doors or fanlights necessarily incurred to effect the replacement of the **Glass**;
- b) for which the **Insured** is responsible;
- b) the reasonable cost of boarding up windows, doors or fanlights pending replacement of broken **Glass**;
- c) the cost of replacing **Glass** inside any building at the **Premises**, including the cost of making good any damage to frames or framework and the cost of removal and/or replacement necessarily incurred to effect the replacement of the **Glass**;

2. With respect to alarm foil, lettering, painting, embossing, silvering or other ornamental work requiring replacement as a result of breakage during the **Period of Insurance**, the **Insurers** will not pay more than the amount shown in the Certificate Schedule or GBP 500 if no amount is shown in the Certificate Schedule in respect of all breakage during the **Period of Insurance**.
3. This Extension does not cover
  - a) the cost of making good any damage to frames or framework or the cost of removal and/or replacement of fixtures and fittings which are not an integral part of windows, internal or external doors or fanlights of a **Building** as part of the replacement of **Glass**;
  - b) breakage occurring during removal or installation of **Glass** or arising out of repairs or alterations being carried out at the **Premises**;
  - c) breakage due to dilapidation or deterioration of framework;
  - d) any costs of replacement of **Glass** that is broken, chipped, cracked, disfigured or otherwise flawed at the commencement of the **Period of Insurance**;
  - e) breakage of **Glass** if the breakage occurs while the **Premises** are unoccupied or vacant, other than for normal closure for holidays or weekends.
  - f) any costs of replacement of **Glass** that is only chipped or scratched.

**I Memoranda attaching to Insured Section – Material Damage**

1. **Designation of Property**  
For the purpose of determining where necessary the heading under which any **Property** is insured, the **Insurers** agree to accept the designation under which such **Property** has been entered in the **Insured's** books.
2. **Inclusion of buildings**  
Where an amount has been entered in the Certificate Schedule for **Buildings**, this

Insured Section includes

- a) the cost of repairing accidental damage to fuel oil or the underground water supply or gas pipes or electricity or telephone cables supplying the **Premises** which are the responsibility of the occupier of the **Premises** and not the supplying utility;
- b) the reasonable costs (but not more than GBP 25,000) incurred by the **Insured** in locating the source and subsequent making good of damage resulting from
  - (i) the escape of water from any tank, apparatus or pipe; or
  - (ii) accidental damage to cables, underground pipes or drains serving the **Premises**;
- c) the cost of repair or replacement of radio and television aerials, their fittings and masts following accidental breakage or collapse;
- d) the cost of repair or replacement of sanitary fixtures forming part of the **Building** following accidental breakage, excluding
  - (i) the first GBP 500 of each loss;
  - (ii) **Damage** while the **Building** is unoccupied or vacant, other than for normal closure for holidays or weekends;
  - (iii) breakage of sanitary fixtures which are not in a sound condition;

provided that all such costs shall form part of and shall not be payable in addition to the Sum Insured for **Buildings**.

3. **Buildings not included**

Where no amount has been entered in the Certificate Schedule for **Buildings**

- a) the Sum Insured in respect of fixtures, fittings, machinery and plant includes
  - (i) telephone, gas, water and electricity instruments, meters, drains, piping, cables and the like, and accessories thereof including such property for

- which the **Insured** is responsible which is underground and/or partly or wholly serves to supply the described **Premises**;
- (ii) the **Insured's** own radio and television aerials, their fittings and masts at the **Premises**;
  - (iii) **Tenants Improvements** undertaken or paid for by the **Insured** at the **Premises**;
  - (iv) sanitary fixtures at the **Premises** if the **Insured** is responsible for the cost of repair or replacement;
- b) this Insured Section is extended to include
- (i) the cost for which the **Insured** is responsible of repairing accidental damage to fuel oil or the underground water supply or gas pipes or electricity or telephone cables supplying the **Premises** which are the responsibility of the occupier of the **Premises** and not the supplying utility;
  - (ii) the reasonable costs for which the **Insured** is responsible (but not more than GBP 25,000) incurred by the **Insured** in locating the source and subsequent making good of damage resulting from
    - 1) the escape of water from any tank, apparatus or pipe; or
    - 2) accidental damage to cables, underground pipes or drains serving the **Premises**;
  - (iii) the cost of repair or replacement of sanitary fixtures at the **Premises** following **Damage** or accidental breakage, excluding
    - 1) the first GBP 500 of each loss;
    - 2) **Damage** or breakage while the **Premises** are unoccupied or vacant, other than for normal closure for holidays or weekends;
- 3) the cost of repair or replacement of sanitary fixtures which are not in a sound condition at the time of **Damage** or breakage;
- subject to the provisions of clause F.6 (Other Insurance).
4. **Capital Additions**
- This Insured Section is extended to include
- a) any newly acquired and/or newly erected **Building** within the **Territorial Limits** insofar as the same is not otherwise insured, or alterations, additions and improvements to any **Building** within the **Territorial Limits** if an amount has been entered in the Certificate Schedule for **Buildings**; and
  - b) any newly acquired and/or newly erected machinery and plant installed within the **Territorial Limits**, insofar as the same is not otherwise insured, for an amount not exceeding 10% of the applicable Sum Insured for fixtures, fittings, machinery and plant entered in the Certificate Schedule, provided that
    - (i) the **Insured** undertakes to give particulars of such newly acquired and/or newly erected **Building**, machinery and plant or alterations, additions and improvements to any **Building** as soon as practicable;
    - (ii)
      - 1) the **Insurers** shall not be liable for more than 10% of the Sum Insured applicable to all **Buildings** in respect of any newly acquired and/or newly erected **Building** or alterations, additions and improvements to any **Building**;
      - 2) the **Insurers** shall not be liable for more than 10% of the Sum

Insured applicable to all fixtures, fittings, machinery and plant in respect of newly acquired and/or newly erected machinery and plant

until the **Insurers** have received the additional premium required by them.

5. **Temporary Removal of Property other than Stock and Documents**

- a) This Insured Section is extended to include **Damage** as a result of an Insured Peril entered as operative in the Certificate Schedule to **Property** other than **Stock** and **Documents** while the **Property** is temporarily removed for cleaning, renovation, repair or similar purpose elsewhere on the **Premises** or to any other location within the **Territorial Limits** or in transit (other than by air) to or from any location within the **Territorial Limits**.
- b) The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the **Damage** occurred in that part of the **Premises** from which the **Property** is temporarily removed nor, in respect of any **Damage** occurring elsewhere than at the said **Premises**, 10% of the overall Sum Insured applicable to the **Property**.
- c) This Extension does not apply to **Property** in so far as it is otherwise insured nor, as regards losses occurring elsewhere than at the **Premises** from which the **Property** is temporarily removed, to
  - (i) motor vehicles and motor chassis licensed for normal road use,
  - (ii) **Property** held by the **Insured** in trust, other than machinery and plant.

6. **Temporary Removal (Documents)**

**Documents** (other than bonds, negotiable documents or securities which are not specified as forming part of documents in the Certificate Schedule) are covered (in so far as they are not otherwise insured) for an amount not exceeding 10% of their total value, while temporarily removed to any location within the **Territorial Limits** not occupied by the **Insured** or in transit (other than by air) to or from any location within the **Territorial Limits**.

7. **Professional Fees**

**Professional Fees** are included within each Sum Insured entered in the Certificate in respect of **Buildings**, fixtures, fittings, machinery and plant.

8. **Reinstatement**

It is hereby agreed that if the basis of settlement is the cost of **Reinstatement**

- a) the **Reinstatement** may be carried out upon another site and in any manner suitable to the **Insured's** requirements, provided that the **Insurers'** liability is not increased as a result;
- b) where **Property** is lost, damaged or destroyed in part only, the **Insurers'** liability shall be limited to the cost of **Reinstatement** that would have been payable if the **Property** had been wholly lost, damaged or destroyed;
- c) if the **Insured** requires replacement by **Property** that costs more than the closest equivalent to that lost or destroyed or substantially damaged beyond the reasonable cost of repair, the **Insured** will be responsible for the difference between the cost of replacement by the closest equivalent property and the actual cost of replacement;
- d) if at the time the total cost of **Reinstatement** (being the cost of **Reinstatement** and in addition the costs of **Professional Fees**, **Removal of Debris** and the costs of complying

with Building or other Regulations as detailed in Memorandum 9 Public Authorities) is actually incurred, 85% of such total cost of **Reinstatement** exceeds the Sum Insured applicable to the **Property** reinstated, the **Insurers'** liability for such total cost of **Reinstatement** shall not exceed that proportion which the Sum Insured applicable to the reinstated **Property** shall bear to the total cost of **Reinstatement** of the reinstated **Property**;

- e) the **Insurers'** liability (other than for costs, fees and expenses payable in addition to the cost of **Reinstatement**) shall be limited to the value of the **Property** at the time of **Damage**
  - (i) until the cost of **Reinstatement** has actually been incurred;
  - (ii) if the **Reinstatement** of **Property** is not commenced and carried out as quickly as is reasonably practicable;
  - (iii) if the **Reinstatement** of **Property** is not completed within twelve (12) months of the commencement of the **Damage** or such further period as the **Insurers** agree in writing within the period of twelve (12) months following the commencement of the **Damage**;

provided always that the **Insurers'** liability shall be limited to the proportion that the Sum Insured bears to the total value of all **Property** to which the Sum Insured applies, regardless of whether or not all or parts of such **Property** to which the Sum Insured applies are lost, damaged or destroyed.

9. **Public Authorities**

With respect to the **Reinstatement** of any **Building**, fixtures, fittings, machinery and plant lost, destroyed or damaged beyond the reasonable cost of repair as a result of an Insured Peril entered as operative in the Certificate Schedule, the **Insurers** will pay such additional cost of **Reinstatement**

as may be incurred solely by reason of the necessity to comply with Buildings or other Regulations under or framed in pursuance of any Act of Parliament or the Bye-Laws of any municipal or local authority provided that

- a) the amount recoverable under this Memorandum shall not include
  - (i) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
    - 1) in respect of **Damage** occurring prior to the granting of this Memorandum;
    - 2) in respect of **Damage** excluded by this Insured Section;
    - 3) in respect of undamaged **Property** or undamaged portions of the **Property**;
  - (ii) the cost incurred in complying with any notice under any of the aforesaid Regulations or Bye-Laws served on the **Insured** before the **Damage** took place;
  - (iii) any additional cost of **Reinstatement** that would have been required to reinstate the **Property** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;
  - (iv) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Property** or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws;
- b) if the **Reinstatement** is not commenced and carried out with reasonable dispatch and completed within twelve (12) months after the date the **Damage** occurred or within

- such further time as the **Insurers** may allow in writing (during the said twelve (12) months), the **Insured** shall not be entitled to recover any additional cost of **Reinstatement** incurred by reason of the necessity to comply with any of the aforesaid Regulations or By-Laws;
- c) if the **Insurers'** liability is reduced in accordance with the application of clause d) of Memorandum 8 – Reinstatement then the **Insurers'** liability under this Memorandum in respect of the **Reinstatement** of **Property** shall be reduced in like proportion;
- d) in no event shall the **Insurers'** liability as a result of the provisions of this Memorandum exceed the Sum Insured applicable to **Property** lost, damaged or destroyed.
10. **Removal of Debris**  
The costs and expenses of **Removal of Debris** necessarily incurred by the **Insured** with the consent of the **Insurers** are included within each Sum Insured entered in the Certificate Schedule.
11. **Subrogation Waiver**  
In the event of a claim arising under this Insured Section the **Insurers** agree to waive any rights, remedies or relief to which they might become entitled by subrogation against
- a) any company standing in relation to the **Insured** as parent company to subsidiary company (or subsidiary company to parent company) as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time the **Damage** occurs;
- b) any company which is a subsidiary company of a parent company of which the **Insured** is itself a subsidiary company, in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time the
- Damage** occurs.
12. **Other Interests**  
The interest of other parties in the **Property** is noted, it being understood that in the event of **Damage** indemnified by this Insured Section, the nature and extent of such other interests will be disclosed by the **Insured**.
13. **Workmen's clause**  
Workmen and/or tradesmen are allowed in or about the **Premises** to carry out maintenance and/or repairs without prejudice to this Insured Section.
14. **Property of customers**  
The **Insured** having intimated to its customers that the **Insured** will accept responsibility for **Damage** caused by fire to property belonging to the customer or for which the customer may be legally liable while such property is at or on the **Premises** or in the custody of the **Insured**, all such property shall be included within the Sum Insured applicable to **Stock** in the event of **Damage** caused by fire, except insofar as such property is more specifically insured.
15. **Seasonal Increase**  
This Insured Section shall provide for an automatic seasonal increase by the percentage (%) entered in the Certificate Schedule of the Sum(s) Insured in respect of **Stock** during the period(s) specified in the Certificate Schedule, provided that if the total value of **Stock** exceeds 120% of the applicable Sum Insured, the **Insured** shall report such increase to the **Insurers** and shall pay any additional premium that may be required.
16. **Contract Price**  
In respect of **Stock** sold but not delivered for which the **Insured** remains responsible and with regards to which the contract of sale is cancelled, either in its entirety or in part, on account of **Damage** to the **Stock**, the value of the **Stock** at the time of **Damage** shall be the contract price after deduction of any costs and charges for delivery allowed for in the contract of sale which the **Insured** ceases to be liable for.

## J Basis of settlement

1. Any **Building**, fixtures, fittings, machinery and plant

The total cost of **Reinstatement** subject to the provisions of Memorandum 8 – Reinstatement.

2. **Stock**

Payment to the **Insured** of the value of the **Stock** at the time of **Damage** or, at the option of the **Insurers**, the reinstatement or replacement of the **Stock**, provided that if the Sum Insured at the time of **Damage** is less than the value of the **Stock** at the time of **Damage** or the full cost of reinstatement or replacement of the **Stock**, the **Insurers'** liability shall be limited to the proportion that the Sum Insured bears to the value of the **Stock** at the time of **Damage** or the full cost of reinstatement or replacement of the **Stock**, and the **Insured** shall be its own insurer for the remaining proportion and any further amount that exceeds the Sum Insured.

3. **Documents, Computer Records**, patterns, models, moulds, templates, plans and designs

- a) The value of materials as stationery; and
- b) the cost of clerical labour and computer time expended in reproducing **Computer Records** or writing up **Documents**, patterns, models, moulds, templates, plans and designs; and
- c) costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded;

but excluding any amount relating to the value to the **Insured** of the information.

4. **business Equipment**

- a) The repair or restoration of damaged **Business Equipment** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new or
- b) the replacement of **Business Equipment** lost or destroyed or

substantially damaged beyond the reasonable cost of repair by the closest equivalent model or equipment available, provided that any depreciation allowed for in the **Insured's** balance sheet shall be deducted from any reimbursement of cost of replacement by the **Insured** or the **Insured** will reimburse the **Insurers** for such amount if the **Insurers** pay for the cost of replacement.

5. **Glass**

The cost of replacement but the **Insured** shall be its own insurer for the cost of replacement of alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass following breakage of **Glass** in excess of GBP 500, or any higher limit shown in the Certificate Schedule, for the **Period of Insurance**.

6. **All other Property**

The replacement of **Property** lost or destroyed by the closest equivalent property available or the cost of repair or restoration of **Property** damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new, provided that if the Sum Insured at the time of **Damage** is less than the full cost of reinstatement, replacement, repair or restoration of all **Property** to which the Sum Insured applies, regardless of whether or not all or parts of such **Property** to which the Sum Insured applies are lost, damaged or destroyed, the **Insurers'** liability shall be limited to the proportion that the Sum Insured bears to the full cost of reinstatement, replacement, repair or restoration and the **Insured** shall be its own insurer for the remaining proportion and any further amount that exceeds the Sum Insured.

The **Insurers** shall in no event be liable to make any payment in respect of lost revenue or income or market or business opportunities or the incurring of contractual penalties relating to delays or failures in or inadequate performance consequent on **Damage**.



**SECTION B – BUSINESS INTERRUPTION**

**A Additional Definitions applicable to Insured Section – Business Interruption**

**Additional Increased Cost of Working**

means the additional expenditure in excess of the amount payable in respect of **Increased Cost of Working** necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for the expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but only if an amount has been entered in the Certificate Schedule for “Additional Increased Cost of Working” and only up to such amount.

**Estimated Gross Profit**

means the amount declared by the **Insured** to the **Insurers** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the **Insured’s** current uncompleted financial year which will be proportionately increased if the **Indemnity Period** exceeds twelve (12) months.

**Gross Profit**

means the amount by which

1. the sum of
  - a) the **Turnover** (less any discounts allowed) and
  - b) the amount of the Closing Stock and Closing Work in Progress shall exceed
2. the sum of the amounts of
  - a) the Opening Stock and Opening Work in Progress
  - b) the **Specified Working Expenses**.

The amounts of the Opening and Closing Stocks and Work in Progress shall be arrived at in accordance with the **Insured’s** normal accountancy methods, due provision being made for depreciation.

**Increased Cost of Working**

means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for the expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

**Indemnity Period**

means the period beginning with the occurrence of the **Damage** and ending not later than the last day of the “Indemnity Period” specified in the Certificate Schedule, during which the results of the **Business** are affected in consequence of the **Damage**.

**Rate of Gross Profit**

means the rate of **Gross Profit** earned on the **Turnover** for the **Insured’s** last completed financial year preceding the date the **Damage** occurred, to which such 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 date the **Damage** occurred or which would have affected the **Business** had the **Damage** not occurred so that the rate of **Gross Profit** thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

**Specified Working Expenses**

mean

- a) 100% of purchases (less any discounts received);
- b) 100% of discounts allowed;
- c) 100% of bad debts written off.

**Standard Turnover**

means the **Turnover** for the twelve (12) month period ending at the date the **Damage** occurred or, if the **Indemnity Period** exceeds twelve (12) months, the period equating with the duration of the **Indemnity Period** ending at the date the **Damage** occurred, to which such 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 date the **Damage** occurred or which would have affected the **Business** had the **Damage** not occurred so that the **Turnover** thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

**Turnover**

means the money paid or payable to the **Insured**

for goods sold and delivered and for services rendered in course of the **Business** at the **Premises**.

## B Insuring Clause

Subject to the General Agreement, General Definitions, General Conditions, General Exclusions and Claims Conditions of this Certificate, and the additional definitions, conditions, memoranda and provisions of the Additional Coverage and Additional Extensions contained in this Insured Section, the **Insurers** will indemnify the **Insured** for

1. loss of **Gross Profit** due to a reduction in **Turnover** and/or

2. **Increased Cost of Working**

during the **Indemnity Period** occasioned by **Damage** to property at the **Premises** caused by an Insured Peril entered as operative in the Certificate Schedule with respect to the Insured Section – Material Damage as a direct result of which the **Business** is interrupted or interfered with, provided that

a) the **Damage** commences during the **Period of Insurance**;

b) the **Damage** is not caused by theft or attempted theft;

c) the **Damage** is not excluded in accordance with the provisions of the Insured Section – Material Damage;

d) payment has been made or liability has been admitted under the Insured Section – Material Damage and an amount has been entered in the Certificate Schedule for **Buildings** in respect of the Insured Section – Material Damage; or

(i) separate insurance for **Buildings** is in force at the time the **Damage** occurs; and

(ii) payment has been made according to terms of credit agreed or liability admitted under such insurance or payment would have been made or liability would have been admitted under such insurance but for the operation of a proviso in such insurance excluding liability for losses below a certain amount;

if no amount has been entered in the Certificate Schedule for **Buildings** in respect of the Insured Section – Material Damage;

e) the **Insurers** will not indemnify the **Insured** for any **Increased Cost of Working** that exceeds the amount by which a reduction in **Turnover** is avoided as a result;

f) the **Insurers'** liability in respect of loss of **Gross Profit** shall in no event exceed 133⅓% of the **Estimated Gross Profit** entered in the Certificate Schedule or 100% of the Sum Insured if no amount in respect of **Estimated Gross Profit** is entered in the Certificate Schedule.

## C Additional coverage

### 1. Prevention of access

This Insured Section is extended to cover loss of **Gross Profit** and/or **Increased Cost of Working** during the **Indemnity Period** as a result of interference with or interruption to the **Business** caused by impaired or denied access to the **Premises**, provided that such impaired or denied access is attributable to

a) suspicion or discovery of the presence of a harmful device in the vicinity of the **Premises** that is notified to the Police without any delay;

b) the closing down or sealing off of the **Premises** or property in the vicinity of the **Premises** in accordance with instructions issued by the Police or other competent local authority for reasons other than the condition of the **Premises** or the carrying out of repair or maintenance work at the **Premises** or the **Insured's** non-compliance with a prior order of the Police or other competent local authority;

c) **Damage** to property in the vicinity of the **Premises** caused by caused by an Insured Peril listed as operative with respect to the Insured Section – Material Damage.

### 2. Public utilities

This Insured Section is extended to cover

loss of **Gross Profit** and/or **Increased Cost of Working** during the **Indemnity Period** as a result of interference with or interruption to the **Business** caused by

- a) accidental failure of the public supply of
  - (i) electricity at the terminal ends of the electricity supplier's service feeders at the **Premises**;
  - (ii) gas at the gas supplier's meters at the **Premises**;
  - (iii) water at the water authority's main stop cock serving the **Premises**;

lasting for more than two (2) consecutive hours, provided that the **Insurers** will not indemnify the **Insured** in respect of the failure of the public supply if the failure is occasioned by:-

- 1) a deliberate act of any electricity or gas supplier or water authority unless for the sole purpose of safeguarding life or protecting any part of their system;
- 2) a scheme of rationing unless solely necessitated by accidental damage to the electricity or gas supplier's or water authority's generating or supply equipment;
- 3) any industrial action;
- 4) drought;

- b) **Damage** to the **Premises** of the telecommunications undertaking from which the **Insured** obtains telecommunications services caused by an Insured Peril entered as operative in the Certificate Schedule with respect to the Insured Section – Material Damage.

**D Additional extensions (applicable only if stated as included in the Certificate Schedule)**

**1. Customers & Suppliers**

This Insured Section is extended to cover loss of **Gross Profit** and/or **Increased Cost of Working** during the **Indemnity**

**Period** as a result of interference with or interruption to the **Business** caused by **Damage** resulting from an Insured Peril entered as operative in the Certificate Schedule with respect to the Insured Section – Material Damage at the premises of any customer or supplier of the **Insured** (other than suppliers of electricity, gas, water or telecommunication service) in the **United Kingdom** or the Republic of Ireland, provided that the **Insurers'** liability with respect to this Extension shall not exceed in respect of any one incident

- a) the amount or percentage (%) of the Sum Insured for all loss of **Gross Profit** and/or **Increased Cost of Working** entered in the Certificate Schedule against a named customer or supplier if the **Damage** occurs at the premises of such named customer or supplier; or
- b) the amount or the percentage (%) of the Sum Insured for all loss of **Gross Profit** and/or **Increased Cost of Working** entered in the Certificate Schedule against unspecified customers or suppliers if the **Damage** occurs at the premises of an unnamed customer or supplier;

**2. Disease, infestation and defective sanitation**

This Insured Section is extended to cover loss of **Gross Profit** and/or **Increased Cost of Working** during the **Indemnity Period** caused by restrictions on the use of the **Premises** on the order or advice of the local authority as a result of an occurrence at the **Premises** of

- a) murder or suicide;
- b) food or drink poisoning;
- c) a notifiable human infectious or contagious disease excluding Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition;
- d) vermin, pests or defective sanitation;
- e) an outbreak of Legionnaires Disease; provided that the **Insurers'** liability with

respect to this Extension shall not exceed

- (i) GBP 50,000 in the aggregate for the **Indemnity Period** in respect of all outbreaks of Legionnaires Disease during the **Period of Insurance**; or
- (ii) 5% of the Sum Insured entered in the Certificate Schedule or GBP 25,000, whichever is the lesser amount, in respect of any one occurrence, other than any occurrence of an outbreak of Legionnaires Disease.

**3. Rent receivable**

- a) This Insured Section is extended to indemnify the **Insured** for loss of rent receivable in respect of any building at the **Premises** that is let by the **Insured** under a tenancy agreement as a consequence of such building becoming unfit for occupation as a result of **Damage** caused by an Insured Peril entered as operative in the Certificate Schedule with respect to the Insured Section – Material Damage.
- b) The amount payable in respect of loss of rent receivable shall be arrived at after taking into account
  - (i) the amount by which the rent receivable by the **Insured** during the “Indemnity Period for Rent Receivable” specified in the Certificate Schedule shall, in consequence of the **Damage**, falls short of the rent which would have been received during the during the “Indemnity Period for Rent Receivable” had the **Damage** not occurred; and
  - (ii) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding a shortfall in rent receivable, but not exceeding the amount of the loss of rent which would otherwise have been payable under paragraph (i) less any savings in respect of expenditure payable out of

rent receivable which reduces or ceases in consequence of the **Damage**.

- c) In arriving at the amount of loss of rent receivable such adjustments shall be made as may be necessary to provide for trend, variations or other relevant circumstances either before or after the **Damage**, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the rent which, but for the **Damage**, would have been received during the “Indemnity Period for Rent Receivable” after the **Damage**.
- d) If following the **Damage** the amount of rent receivable is maintained by the provision of alternative accommodation by the **Insured** such rent shall be taken into account in calculating the amount payable.
- e) If other insurance is in force for loss of rent receivable, the amount payable under such other insurance shall constitute an avoidance of shortfall in rent receivable in calculating the amount payable.

**4. Subsidence, ground heave and/or landslip**

This Insured Section is extended to cover loss of **Gross Profit** and/or **Increased Cost of Working** during the **Indemnity Period** as a result of interference with or interruption to the **Business** consequent on **Damage** caused by subsidence, ground heave or landslip at the **Premises**, provided that

- a) the Insured Section – Material Damage is extended to include **Damage** caused by subsidence, ground heave or landslip and such extension is in force at the time the **Damage** occurs;
- b) the **Damage** does not result from
  - (i) the normal settling or bedding down of new structures;
  - (ii) the settlement or movement of made up ground;
  - (iii) defective design or workmanship

- (iv) or the use of defective materials; demolition, construction, structural alteration or repair of any property at the **Premises** or ground works or excavation at the **Premises**.

**E Additional Conditions applicable to Insured Section – Business Interruption**

1. This Insured Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance**, unless the **Insurers** give their written agreement to the contrary.
2. In the absence of written notice by the **Insured** or the **Insurers** to the contrary the **Insurers'** liability shall not stand reduced by the amount of any loss, the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.
3. For the purpose of calculating **Gross Profit**, any adjustments implemented in current cost accounting shall be disregarded.
4. To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax, all terms in this Insured Section shall be exclusive of such tax.
5. If other insurance is in force covering loss of **Gross Profit** or **Increased Cost of Working** as a result of interference with or interruption of the **Business**, any amount payable under such other insurance shall constitute avoided loss of **Gross Profit** in calculating the actual loss of **Gross Profit** as a result of **Damage**.

**F Memoranda attaching to Insured Section – Business Interruption**

1. **Premium adjustment**  
If the premium in respect of loss of **Gross Profit** and/or **Increased Cost of Working** is specified in the Certificate Schedule as being adjustable, the premium is provisional and is based on the **Estimated Gross Profit**.

The **Insured** shall furnish to the **Insurers** not later than six (6) months after the expiry of the **Period of Insurance** a declaration certified by the **Insured's** auditors of the **Gross Profit** earned during the **Insured's** last completed financial year preceding the date the **Period of Insurance** expires.

If any **Damage** shall have occurred giving rise to a claim under this Insured Section for loss of **Gross Profit**, the above mentioned declaration shall be increased by the **Insurers** for the purpose of premium adjustment by the amount by which the **Gross Profit** was reduced during the **Insured's** last completed financial year preceding the date the **Period of Insurance** expires in consequence of the **Damage**.

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

- a) is less than the **Estimated Gross Profit** the **Insurers** will allow a prorata return of the premium paid on the **Estimated Gross Profit** but not exceeding 50% of such premium;
- b) is greater than the **Estimated Gross Profit** the **Insured** shall pay a pro-rata addition to the premium paid on the **Estimated Gross Profit**.

2. **Departmental operations**

If the **Business** is conducted in divisions or departments, the independent trading result of which are ascertainable, the **Gross Profit** shall be calculated and declared separately with respect to each division or department.

3. **Payments on Account**

It is agreed that payments on account of a claim may be paid, if required by the **Insured**, during the **Indemnity Period**, provided that the **Insurers'** consent to such payments is obtained (such consent shall not be unreasonably withheld). However if the total of the amounts so paid exceeds the final adjusted loss sustained, the **Insured** undertakes to pay the difference to the **Insurers**.

#### 4. **Alternative Basis**

It is agreed and declared that, at the option of the **Insured**, the term **Output** may be substituted for the term **Turnover** and for the purposes of this Insured Section **Output** shall mean the sale value of goods manufactured by the **Insured** in the course of the **Business** at the **Premises**, provided that

- a) only one such meaning shall be operative in connection with any one incident involving **Damage**;
- b) if **Output** is substituted for **Turnover**, the **Alternative Trading Memorandum** shall be altered to read as follows:  
If during the **Indemnity Period** goods shall be manufactured other than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on the **Insured's** behalf the sale value of the goods so manufactured shall be brought into account in arriving at the **Output** during the **Indemnity Period**.

#### 5. **Accumulated Stocks**

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in **Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods.

#### 6. **Auditors' charges**

The **Insurers** will pay reasonable fees charged by the **Insured's** auditors and/or accountants for producing or certifying any particulars or details required by the **Insurers**. Such fees shall not reduce the Sum Insured.

#### 7. **Alternative Trading Memorandum**

If during the **Indemnity Period** goods shall be sold or services shall be 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 money paid or payable in respect of such sales or services shall be taken into account in arriving at the **Turnover** during the **Indemnity Period**.

#### 8. **First financial year**

In the event that **Damage** occurs before the end of the first financial year of the **Business**, the results of the **Business** up to the date of the **Damage** shall be used as a basis upon which to assess what the **Gross Profit** of the **Business** for the first financial year would have been had the **Damage** not occurred.

#### G **Basis of settlement**

1. The reduction in **Turnover** during the **Indemnity Period** shall be calculated by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover** as a result of the **Damage**.
2. Any amounts saved during the **Indemnity Period** in respect of charges and expenses of the **Business** payable out of **Gross Profit** shall be taken into account in calculating the loss of **Gross Profit** due to the reduction in **Turnover**.
3. The Sum Insured is a single limit for loss of **Gross Profit** and **Increased Cost of Working**, but auditors' and/or accountants' charges payable in accordance with Memorandum 6 do not form part of the Sum Insured.
4. If the amount paid by the **Insured** in respect of **Increased Cost of Working** exceeds the reduction in **Turnover** during the **Indemnity Period**, the **Insured** shall be its own insurer for the amount by which the **Increased Cost of Working** exceeds the reduction in **Turnover** unless an amount is entered in the Certificate Schedule for "Additional Increased Cost of Working"
5. If an amount has been entered in the Certificate Schedule for "Additional Increased Cost of Working", this Insurance Section will indemnify the **Insured** for the amount by which the **Increased Cost of Working** exceeds the reduction in **Turnover** during the **Indemnity Period** up to the amount entered in the Certificate Schedule for "Additional Increased Cost of Working"



## **SECTION C – EMPLOYERS’, PUBLIC & PRODUCTS LIABILITY**

### **A Additional Definitions applicable to Insured Section – Employers’, Public & Products Liability**

#### **Financial Loss**

means any pecuniary loss unaccompanied by **Injury** or **Damage**.

#### **Injury**

means death, bodily injury, illness or disease of or to any individual.

#### **Insured Territories**

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

#### **Occurrence**

means an accident including continuous or repeated exposure to substantially the same general conditions which results in **Injury** or **Damage** neither expected nor intended by the **Insured**.

#### **Product**

means any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, erected, sold, hired out, supplied, distributed, treated, processed, serviced, altered or repaired by or on behalf of the **Insured** in connection with the **Business**.

### **B Insuring Clause**

Subject to the General Agreement, General Definitions, General Conditions, General Exclusions and Claims Conditions of this Certificate and the additional definitions contained in this Insured Section, the **Insurers** will indemnify the **Insured** to the extent and in the manner set out in each Sub-Section of this Insured Section specified as included in the Certificate Schedule against their legal liability to pay compensatory damages (including claimants’ costs fees and expenses) arising out of the **Business** in accordance with the law of the United Kingdom.

### **C Indemnity to others**

If the **Insured** so requests and it is agreed by the **Insurers** the indemnity granted extends to

1. directors and officers of and **Persons Employed** by the **Insured** in their business capacity arising out of the performance of the **Business**;
2. the officers, committee and members of the **Insured’s** canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
3. any person or firm arising out of the performance of a contract with the **Insured** constituting the provision of labour only;
4. any Principal for legal liability in respect of which the **Insured** would have been entitled to indemnity under this Certificate if the claim had been made against the **Insured** arising out of work carried out by the **Insured** under a contract or agreement;
5. the personal representatives of any person or party indemnified by reason of this Clause C in respect of legal liability incurred by such person;

Provided always that all such persons or parties shall observe fulfill and be subject to the terms, conditions and exclusions of this Insured Section as though they were the **Insured**.

### **D Cross Liabilities**

Where there is more than one party named as the **Insured** in the Certificate Schedule this Insured Section will apply separately to each such **Insured** in the same manner and to the same extent as if a separate Certificate had been issued to each **Insured** and the **Insurers** agree to waive all rights of subrogation against any of these parties.

Provided that the total amount payable in respect of compensation does not exceed the Limit of Liability.

### **E Defence Costs**

The **Insurers** will also pay all costs fees and expenses incurred with their prior consent by the **Insured** in the defence or settlement of any claim under this Insured Section (hereinafter called “Defence Costs”).

Defence Costs include legal expenses

1. incurred by or awarded against the



**Insured** arising out of any prosecution of the **Insured** for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/ or any legislation of similar effect) provided that the **Insurers** shall not be liable for any fines or penalties imposed as a consequence of such prosecution;

2. arising out of representation of any Coroner's Inquest or Fatal Accident Inquiry;
3. for representation in connection with an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007;
4. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Insured Section.

Defence Costs will be payable in addition to the Limits of Liability except in respect of Section C Sub-Section 1 – Employers' Liability when the Limit of Liability will be inclusive of Defence Costs unless this Insured Section is specifically endorsed to the contrary.

Subject to a maximum aggregate limit in the **Period of Insurance** of £1,000,000.

## F Compensation for court attendance

In the event of any director of or **Person Employed** by the **Insured** attending court as a witness at the request of the **Insurers** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Insured Section the **Insurers** will provide compensation at the following rates for each day

on which attendance is required

1. any director GBP 250.00 per day
  2. any **Person Employed** GBP 150.00 per day
- subject to a maximum aggregate limit in the **Period of Insurance** of GBP 5,000.

## G Waiver of rights of recovery

The **Insurers** shall not exercise any rights of recovery against any past, present or future director or officer of or **Person Employed** by the **Insured** available to the **Insurers** in the event of a claim or **Occurrence** unless liability arises as

a result of a willful, malicious or dishonest act or omission on the part of such past, present or future director or officer of or **Person Employed** by the **Insured**.

## H Limits of Liability and Excess

### 1. Section C Sub-Section 1- Employers' Liability

The **Insurers'** total liability to pay damages and/ or claimants costs fees and expenses shall not exceed the Limit of Liability entered in the Certificate Schedule in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one **Occurrence**.

### 2. Section C Sub-Section 2 - Public liability & Section C Sub-Section 3 - Products Liability

The **Insurers'** total liability to pay damages and/ or claimants costs fees and expenses shall not exceed the Limit of Liability entered in the Certificate Schedule against each Sub-Section in respect of any one **Occurrence** or series of **Occurrences** arising from one originating cause but under Section C Sub-Section 3- Products Liability the Limit of Liability applies to the total amount of damages and/or claimants costs fees and expenses payable in respect of all **Injury** and/or **Damage** occurring during the **Period of Insurance**.

### 3. Excess

With respect to Section C Sub-Section 2 and Sub-Section 3 the **Insurers** shall not be liable for the amount of the Excess entered in the Certificate Schedule in respect of the first amount of any one **Occurrence** or series of **Occurrences** consequent on one original cause (the **Insurers** shall only be liable to the extent that any liability exceeds the Excess).

## I Additional exclusions applicable to all Sub-Sections of this Insured Section

This Insured Section shall not apply to liability

1. for any award of punitive or exemplary damages whether as fines, penalties, multiplications of compensatory awards or

- damages or in any other form whatsoever;
2. for any costs, fees or expenses incurred by or on behalf of the **Insured** in complying with any publicity order or a remedial order imposed on the **Insured** in accordance with the provisions of the Corporate Manslaughter and Corporate Homicide Act 2007.

**J Other insurance**

1. If at the time of any claim under this Insured Section there is other valid and collectible insurance available to the **Insured**, other than insurance that is specifically stated to be in excess of this Certificate and makes specific reference to this Certificate, then the insurance granted by this Insured Section shall be in excess of and will not contribute with such other insurance.
2. If this Certificate includes an Insured Section – Material Damage, the Insured Section - Material Damage is more specific insurance with respect to tenant’s liability and personal effects and clothing.
3. If this Certificate includes an Insured Section – Loss of Money and Personal Assault, Section 2 of the Insured Section – Loss of Money and Personal Assault is more specific insurance with respect to personal effects and clothing lost or damaged in the course of an assault or threat of an assault.

**Section C Sub-Section A – Employers’ Liability**

**K Indemnity**

The **Insured** is indemnified by Section C Sub-Section A in accordance with the Insuring Clause of this Insured Section, but only for **Injury** to any **Person Employed** where such **Injury** arises out of and in the course of employment by the **Insured** and caused during the **Period of Insurance** either

1. in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
2. elsewhere in the world in respect of temporary visits by **Persons Employed** normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;

PROVIDED THAT

- a) the action for damages is brought against the **Insured** in a court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- b) the **Insurer** will not be liable in respect of any amount payable under any workman’s compensation, social security or health insurance legislation or similar legislation or any medical and/or repatriation costs.

**L Section C Sub-Section A Exclusions**

1. Section C Sub-Section A shall not apply to liability
    - a) incurred in circumstances where any road traffic legislation requires compulsory insurance or security;
    - b) arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land;
  2.
    - a) General Exclusion 9 (Radioactive Contamination) does not apply to Section C Sub-Section A.
    - b) Section C Sub-Section A shall not apply to liability directly or indirectly caused by or contributed to by or arising from
      - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
      - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- Provided that in respect of any claims arising out of **Injury** which form the subject of indemnity under Section C Sub-Section A this exclusion shall only apply to liability

- 1) of any party to whom indemnity is granted under clause C4 (or their personal representatives);
  - 2) assumed by the **Insured** by agreement which would not have attached in the absence of such agreement.
3. General Exclusion 1 (Asbestos) shall only apply in excess of GBP 5,000,000 any one **Occurrence**.
  4. General Exclusion 11 (Terrorism) shall only apply in excess of GBP 5,000,000 any one **Occurrence**.

## **M Employers' Liability compulsory insurance clause**

The indemnity granted by Section C Sub-Section A is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non observance of any Certificate conditions by the **Insured** and the **Insurers** shall have paid any sum which would not have been paid but for the provisions of such law then the **Insured** shall within fourteen (14) days repay such sum to the **Insurers**.

## **Section C Sub-Section B – Public Liability**

### **N Indemnity**

The **Insured** is indemnified by Section C Sub-Section B in accordance with the Insuring Clause of this Insured Section against legal liability arising out of accidental **Injury** and/or accidental **Damage** occurring during the **Period of Insurance** within

1. the **Insured Territories**;
2. the rest of the world in respect of liability arising out of temporary visits by **Persons Employed**, provided that the **Person Employed** is normally resident in the **Insured Territories**.

### **O Additional exclusions applicable to Section C Sub-Section B only**

Section C Sub-Section B shall not apply to liability

for

1. claims for which indemnity is afforded by Section C Sub-Section B or Section C Sub-Section C of this Insured Section whether or not such Sub-Sections are insured by this Certificate.
2. claims arising out of the ownership, possession or use by or on behalf of the **Insured** or any person or party entitled to indemnity of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than claims
  - a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation;
  - b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract;
  - c) arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or trailer;
3. claims arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length while on inland waterways);
4. **Damage** to property owned leased to hired by under hire purchase on loan to held in trust by or otherwise in the **Insured's** care custody or control other than
  - a) clothing and personal effects of **Persons Employed** and visitors;
  - b) premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but

no indemnity shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work;

- c) premises tenanted by the **Insured** provided always that
  - (i) details of such premises shall have been disclosed to the **Insurers**;
  - (ii) liability for such **Damage** is not assumed by the **Insured** under agreement where liability would not have existed in the absence of the agreement;
  - (iii) the **Insurers** shall not be responsible for the first GBP 500 of such **Damage** caused otherwise than by fire or explosion.

## Section C Sub-Section C – Products Liability

### P Indemnity

The **Insured** is indemnified by Section C Sub-Section C in accordance with the Insuring Clause of this Insured Section against legal liability arising out of accidental **Injury** and/or accidental **Damage** occurring during the **Period of Insurance** but only against claims arising out of or in connection with any **Product**.

### Q Additional exclusions applicable to Section C Sub-Section C only

Section C Sub-Section C shall not apply to liability

1. for claims for which indemnity is afforded by Section C Sub-Section A or Section C Sub-Section B of this Insured Section whether or not such Sub-Sections are insured by this Certificate;
2. for costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof which is alleged to be defective;
3. arising out of the recall of any **Product** or part thereof;

4. arising out of any **Product** which with the **Insured's** knowledge is intended for incorporation into the structure machinery or controls of any aircraft, other aerial device, hovercraft or offshore rig and/or installation and/or platform;
5. arising out of any **Product** which the **Insured** knows or should reasonably know is to be delivered or used in the United States of America or Canada or any territory which operates under the laws of the United States of America or Canada unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by **Insurers** in granting such cover, which offer and acceptance must be signified by specific endorsement to this Certificate;
6. arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement;
7. arising out of the failure of any **Product** or part thereof to fulfil the purpose for which it was intended unless due to an unintended and unexpected defect in the manufacture and/or assembly of such **Product** or part thereof;
8. arising from circumstances known to the **Insured** prior to the commencement of the **Period of Insurance**.

### R Additional exclusions applicable to Section C Sub-Section B and Section C Sub-Section C

Section C Sub-Section B and Section C Sub-Section C of this Insured Section do not apply to liability for claims

1. arising out of the deliberate conscious or intentional disregard by the **Insured's** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**;
2. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;

3. arising out of pollution or contamination of the atmosphere or of any water, land, buildings or other tangible property except to the extent that it can be proved that such pollution or contamination

- a) was the direct result of a sudden identifiable unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**;
- b) was not the direct result of the **Insured** failing to take reasonable precautions to prevent such pollution or contamination;

provided always that the **Insurers'** total liability to pay compensation and/or claimants' costs fees and expenses under this clause shall not exceed the Limit of Liability stated in the Certificate Schedule in the aggregate in respect of the **Period of Insurance** and that all such pollution or contamination which arises out of one incident shall be considered for the purposes of this Insured Section to have occurred at the time such incident takes place;

4. arising directly or indirectly out of caused by or in any way connected with magnetic electric or electromagnetic fields or their radiation or interaction in the form of an electromagnetic wave howsoever caused or generated or to any actual or alleged diminution of property values;

5. directly or indirectly arising out of or relating to

- a) the recognition, interpretation, failure to recognise or interpret, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware programme or software or any microchip, integrated circuit or similar device in computer or noncomputer equipment whether the property of the **Insured** or not; or
- b) any change, alteration, correction or

modification involving one or more dates or times to any such computer system, hardware programme or software or any microchip integrated circuit or similar device in computer or non-computer equipment whether the property of the **Insured** or not.

This exclusion shall apply regardless of any other cause which contributes concurrently or in any sequence to such loss, **Damage**, expense, liability or claim;

- 6. arising from or caused by design, formula, specification, technical or professional service given for a fee by the **Insured** or anyone acting on behalf of the **Insured**;
- 7. arising in respect of liability for **Financial Loss**;
- 8. arising out of liability for Loss directly or indirectly caused by, resulting from, arising or in connection with the **Insured's** use of or reliance upon or sale or supply of any computer hardware or related Information Technology or communication system, any computer software, Internet, Intranet, Website or similar facility system or network and/or any electronic data or related information;

**PROVIDED THAT**

This clause shall not exclude claims for personal injuries caused by an accident involving physical contact with computer hardware.

"Loss" in this clause shall include (but shall not be limited to) **Injury**, loss, **Damage**, cost or expense of whatsoever nature including consequential and pure **Financial Loss** and loss or damage to, deterioration or corruption (whether permanent or temporary) or loss of use of any computer hardware or related Information Technology or communication system, computer software, Internet, Intranet, Website or similar facility system or network and/or any electronic data and related information.

If the **Insurers** maintain that by reason of this clause any Loss is not covered by this

Insured Section the burden of proving the contrary shall be upon the **Insured**.

If any part of this clause is found to be invalid or unenforceable the remainder shall remain in full force and effect.

**R Additional exclusions applicable to Section C Sub-Section A, Section C Sub-Section B and Section C Sub-Section C**

**Section C Sub-Section A, Section C Sub-Section B and Section C Sub-Section C do not apply to liability for claims**

1. Arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance or liability to employees, in which case a sub-Limit of indemnity of £5,000,000 shall apply. It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

**SECTION D – LOSS OF MONEY & PERSONAL ASSAULT**

**SECTION 1 – Loss of money**

**A Additional Definitions applicable to Section 1 of Insured Section – Loss of money & personal assault**

**Business Hours**

means the period during which the reception or security desk at the **Premises** is manned or, if not applicable, the period during which the **Premises** are attended by a director of the **Insured** or a **Person Employed** by the **Insured** who is responsible for treasury matters for purposes of the **Business**.

**Loss**

means loss of physical possession of or invalidation on account of damage.

**Lost**

means physical possession has been lost or invalidated on account of damage.

**B Insuring Clause**

Subject to the General Agreement, General Definitions, General Conditions, General Exclusions and Claims Conditions of this Certificate, and the warranties, the Sum Insured and the additional definitions, exclusions and conditions contained in Section 1 of this Insured Section, the **Insurers** will indemnify the **Insured** against

1. **Loss of Money** belonging to the **Insured** or for which the **Insured** is responsible without limitation as to cause;
2. **Damage** to any safe, strong room, franking or coin or vending machine caused in connection with theft or attempted theft of **Money**;
3. **Damage** caused in connection with theft or attempted theft of **Money** to any container, bag or waistcoat belonging to the **Insured** or for which the **Insured** is responsible; occurring within the **Territorial Limits** during the **Period of Insurance**.

**C Sum Insured**

The **Insurers'** liability under Section 1 of this Insured Section shall not exceed the following

Sums Insured with respect to **Loss of Money** arising out of any one incident.

If an asterisk is shown against a Sum Insured, any higher Sum Insured entered in the Certificate Schedule shall apply.

## Sum Insured

1. **Loss of Non – Negotiable Money**  
Sum Insured GBP 250,000\*
2. **Loss of Negotiable Money**  
**Place and time of the loss and Sum Insured**
  - a) A lockable building at the **Premises** during **Business Hours** if the **Negotiable Money** is in a safe or strong room immediately prior to the **Loss**  
See the Certificate Schedule
  - b) A lockable building at the **Premises** during **Business Hours** in respect of **Negotiable Money** is not in a safe or strong room at the time of the **Loss**  
See the Certificate Schedule
  - c) A lockable building at the **Premises** outside **Business Hours** in respect of **Negotiable Money** in a safe or strong room specified in the Certificate Schedule at the time of the **Loss**  
See the Certificate Schedule
  - d) A lockable building at the **Premises** outside **Business Hours** in respect of **Negotiable Money** placed in an safe or strong room not specified in the Certificate Schedule at the time of the **Loss**  
GBP 1,000\*
  - e) A lockable building at the **Premises** outside **Business Hours** in respect of **Negotiable Money** not in a safe or strong room at the time of the **Loss**  
GBP 200\*
  - f) The dwelling of the **Insured** or any person to whom the **Negotiable Money** is entrusted  
GBP 350\*
  - g) **Negotiable Money** in transit or at the **Premises** other than in a lockable building or in a bank night safe at the time of the **Loss**  
See the Certificate Schedule
  - h) **Negotiable Money** in a coin or vending machine at the time of the **Loss**  
GBP 200\*

In the event of **Damage** to any safe, strong room, franking coin or vending machine or any container, bag or waistcoat resulting from theft or attempted theft the **Insurers** will pay for

- (i) the cost of repair, restoration or replacement with respect to a strong room up to the Sum Insured applicable to **Non-Negotiable Money**;
- (ii) the cost of repair, restoration or replacement by the closest equivalent model with respect to any safe, franking or coin or vending machine;
- (iii) the cost of repair or restoration of any container, bag or waistcoat or replacement by a similar item.

## D Additional exclusions applicable to Section 1 of Insured Section – Loss of money & personal assault

Section 1 of this Insured Section excludes and does not cover

1. the amount of the Excess entered in the Certificate Schedule which shall apply to all **Loss of Money** and/ or **Damage** arising out of the same incident;
2. **Loss of Money** arising from a dishonest act or omission on the part of any director or officer of or **Person Employed** by the **Insured** unless discovered within seven (7) working days of the date of the dishonest act or omission;
3. **Damage** caused by any director or officer of or **Person Employed** by the **Insured** unless discovered within seven (7) working days of the date the **Damage** was caused;
4. **Loss of counterfeit Money**;
5. **Loss of Money** while in transit by post;
6. **Loss of Money** as a result of theft or attempted theft from an unattended vehicle;

## E Warranties applicable to Section 1 of Insured Section – Loss of money & personal assault

It is warranted that whenever **Negotiable Money** is not in a lockable building at the **Premises** or in the dwelling of the **Insured** or any person to whom the **Money** is entrusted or in a bank or in



a bank night safe, it is

1. accompanied by one able-bodied adult if the value of the **Negotiable Money** does not exceed GBP 2,500;
2. accompanied by two able-bodied adults if the value of the **Negotiable Money** is between GBP 2,500 and GBP 4,000;
3. accompanied by three able-bodied adults if the value of the **Negotiable Money** is between GBP 4,000 and GBP 10,000;
4. entrusted to a professional security company if the value of the **Negotiable Money** exceeds GBP 10,000.

**F Additional conditions applicable to Section 1 of Insured Section – Loss of money & personal assault**

1. The **Insurers'** liability shall not exceed the Sum Insured applicable to **Loss of Money** not in a safe or strong room if the safe or strong room at the **Premises** is opened by the use of a key left at the **Premises** outside **Business Hours** or by the use of a combination code, details of which have been left in an unlocked place at the **Premises** outside **Business Hours**.
2. It is a condition precedent to any liability under Section 1 of this Insured Section that the **Insured**
  - a) maintains a complete record of all **Money** at the **Premises** or in transit or in a bank safe or within bank premises and keeps such record other than in a safe or strong room containing **Money**;
  - b) shall at all times exercise reasonable care in the selection and employment of **Persons Employed** involved with the handling and/ or accompaniment of **Money** and has obtained and will continue to obtain satisfactory written references and confirmation of such references from previous employers.
3. If this Certificate includes an Insured Section – Material Damage, Section 1 of this Insured Section is more specific insurance with respect to **Loss of Money** and

**Damage** to any safe, strong room, franking or coin or vending machine container, bag or waistcoat caused in connection with theft or attempted theft.

4. Any other insurance in force in respect of **Money** belonging to the **Insured** or for which the **Insured** is responsible while in transit or away from the **Premises** or dishonest acts on the part of **Persons Employed** shall constitute more specific insurance and Section 1 of this Insured Section shall only apply to any excess beyond the amount which would have been payable under such other insurance had Section 1 of this Insured Section not been effected.

**SECTION 2 – Personal Assault**

**A Additional Definitions applicable to Section 2 of Insured Section – Loss of money & personal assault**

**Insured Person**

means the **Insured** or any director or officer of or **Person Employed** by the **Insured** whose age is between sixteen (16) and seventy (70) years at the commencement of the **Period of Insurance**.

**Loss of Eye**

means permanent and total loss of sight which will be considered as having occurred

- a) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
- b) in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what should be seen at 60 feet).

**Loss of Use of one or more Limbs**

means

- a) in the case of a lower limb, loss by physical severance of each and every toe through or above the metatarsal phalange joints or permanent total loss of use of an entire leg or foot;
- b) in the case of an upper limb, loss by physical severance of the entire four fingers through or above the metacarpal

phalange joints or permanent total loss of use of an entire arm or hand.

## Permanent

means lasting not less than one year and then being beyond hope of improvement, or lasting less than one year and deemed by the **Insurers** at their discretion as being beyond hope of improvement.

## Temporary Partial Disablement

disablement that is not **Permanent** but prevents the **Insured Person** from attending to a substantial part of his or her occupation in the **Business**.

## Temporary Total Disablement

disablement that is not **Permanent** but prevents the **Insured Person** from attending to his or her usual occupation in the **Business**.

## Total Disablement

disablement, other than **Loss of Eye** or **Loss of Use of one or more Limbs**, that entirely prevents the **Insured Person** from attending to his or her usual occupation in the **Business**.

## B Insuring Clause

Subject to the General Agreement and General Definitions of this Certificate and the additional definitions, Limits of Compensation and additional conditions contained in Section 2 of this Insured Section, the **Insurers** will pay compensation as set out in C 1, subject to the limitations set out in C 2, in the event of an **Insured Person** sustaining bodily injury solely and directly as a result of robbery, hold up or any attempt thereat in the course of the **Business** and within the **Territorial Limits**.

## C Compensation

If an asterisk is shown against any Limit of Compensation, any higher amount entered in the Certificate Schedule shall apply.

1. Results of injury **Limits of Compensation**
  - a) Death  
GBP 10,000\*
  - b) **Loss of Eye**  
GBP 10,000\*
  - c) **Loss of use of one or more Limbs**  
GBP 10,000\*
  - d) **Permanent Total Disablement**  
GBP 10,000\*

- e) **Temporary Total Disablement**  
GBP 100 per week\*
  - f) **Temporary Partial Disablement**  
GBP 100 per week\*
2.
    - a) The **Insurers** will not pay compensation with respect to death, **Loss of Eye, Loss of Use of one or more Limbs** or **Permanent Total Disablement** occurring after one year from the date of the robbery, hold up or attempt thereat.
    - b) Not more than one of the Limits of Compensation a) - d) in 1. above shall be payable to or on behalf of any one **Insured Person**.
    - c) On payment of compensation in accordance with one of the Limits of Compensation a) -d) in 1. above, the **Insurers** will make no further payments in respect of the **Insured Person** to whom or on whose behalf payment is made.
    - d) Weekly benefits shall not be payable to or on behalf of any one **Insured Person** for more than one hundred and four (104) weeks from the date the first weekly benefit is paid to or on behalf of such **Insured Person**.
  3. The **Insurers** will in addition reimburse any **Insured Person**
    - a) for personal money stolen or handed over; and/or
    - b) the cost of replacing clothes or personal effects lost, damaged or destroyed; during an assault or due to threat of assault on such **Insured Person** in the course of the **Business** provided that such reimbursement shall be limited to GBP 100 any one item and GBP 100 in respect of money any one **Insured Person** and GBP 500 in all for any one **Insured Person**.

**D Additional conditions applicable to Section 2 of Insured Section – Loss of money & personal assault**

1. In the event of disablement of an **Insured Person**, the **Insured Person** must immediately place himself or herself under the care of a qualified medical practitioner and as often as the **Insurers** require submit to medical examination at the expense of the **Insurers**.
2. Compensation payable under Section 2 of this Insured Section shall not be affected by any other insurance in force for bodily injury to an **Insured Person**.

## **SECTION E – GOODS IN TRANSIT**

**A Additional definitions applicable to Insured Section – Goods in transit**

**Excluded Property** means

- a) jewellery, watches, precious stones, precious metals, bullion, non-ferrous metal in scrap and/or ingot form, statuary, furs, curiosities, works of art and rare books;
- b) **Money, Documents**, bonds, negotiable documents or securities;
- c) patterns, models, moulds, templates, plans and designs;
- d) **Business Equipment**, cameras, radios, television sets and other consumer and commercial electrical appliances and instruments;
- e) explosives, livestock, perfumery, tobacco, cigars, cigarettes, wines, spirits and other alcoholic beverages;

unless specifically declared to and agreed by the **Insurers** as **Property in Transit**.

**Loading & Unloading**

means movement of **Property in Transit**, other than **Excluded Property**, into or onto a vehicle or railway conveyance from the place where it is accepted by on or behalf of the courier, vehicle operator, haulier or railway operator, as applicable (loading) or movement of property from a vehicle or railway conveyance to the place where it is finally delivered to the consignee (unloading).

**Property in Transit**

means property, other than **Excluded Property**, described in the Certificate Schedule in respect of “Insured Section – Goods in transit”.

### **B Insuring Clause**

Subject to the General Agreement, General Definitions, General Conditions, General Exclusions and Claims Conditions of this Certificate, and the additional definitions, exclusions, conditions and memoranda contained in this Insured Section, the **Insurers** will indemnify the **Insured** in respect of **Damage to Property in Transit** in the course of **Loading & Unloading** or while the **Property in Transit** is temporarily warehoused, other than at the **Premises**, or in transit by the means of conveyance specified

in the Certificate Schedule, provided that the **Damage** takes place within the **Territorial Limits** and during the **Period of Insurance**.

## C Additional exclusions applicable to Insured Section – Goods in transit

This Insured Section excludes and does not cover

1. theft of **Property in Transit** from a vehicle owned or operated by the **Insured** while such vehicle is unattended unless
  - a) all the openings of the vehicle are closed and securely locked and the keys removed at the time of theft;
  - b) between 21.00 hours and 06.00 hours the vehicle is garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the vehicle is under constant surveillance, or on a guarded lot;
2. theft of **Property in Transit** other than from a vehicle owned or operated by the **Insured** unless the theft
  - a) is evidenced by forcible or violent means to gain access to the **Property in Transit**;
  - b) involves violence or a threat of violence against a person having custody of the **Property in Transit** at the time of the theft;
3. **Damage** arising from
  - a) wear and tear, any natural deterioration or other gradually operating cause, inherent defect, mildew or vermin;
  - b) defective workmanship;
  - c) electrical or mechanical derangement unless caused by external means;
  - d) contamination;
4. the deterioration of goods conveyed in frozen, chilled or insulated conditions due to faulty stowage or incorrect setting or operation of the temperature control equipment unless directly due to
  - a) fire, explosion, overturn of the conveying vehicle, collision of the conveying vehicle with another vehicle or object or

- b) theft or attempted theft not excluded by clause C 2.

5. disappearance or shortage of **Property in Transit** revealed only at the time of stock taking or a stock check or the making of an inventory or not traceable to a specific incident;
6. lost revenue or income or market or business opportunities or the incurring of contractual penalties relating to delays or failures in or inadequate performance consequent on **Damage to Property in Transit**;
7. theft of or malicious or criminal **Damage to Property in Transit** on the part of the **Insured** or any director, officer or agent of or **Person Employed** by the **Insured**.

## D Additional conditions applicable to Insured Section – Goods in transit

It is a condition precedent to the **Insurers'** liability under this Insured Section that

1. the **Insured** shall take maintain all vehicles used by the **Insured** for the carriage of **Property in Transit** in good condition;
2. **Property in Transit** dispatched from the **Premises** is properly packed and includes any appropriate instructions or warnings concerning handling;
3. if carriage is contracted out, the **Insured** retains all rights of recourse or redress against the person engaged under contract to convey the **Property in Transit**.

## E Memoranda applicable to Insured Section – Goods in transit

1. **Clearance of debris, transhipment and recovery charges**

In addition to any amount payable in respect of **Damage to Property in Transit** the **Insurers** will indemnify the **Insured** for the reasonable costs incurred in clearing debris (other than **Pollutants** on the **Premises**), transhipment and recovery of **Property in Transit** arising out of the carriage of **Property in Transit** in or on vehicles owned or operated by the **Insured**, provided that

- a) the **Insurers** will not indemnify the **Insured** for any costs incurred in connection with the **Loading & Unloading** or carriage of **Excluded Property**;
  - b) the **Insurers'** liability for the costs of clearing debris, transshipment or recovery of **Property in Transit** shall not exceed GBP 1,000 any one incident.
2. **Sheets, ropes, chains, toggles and dunnage**
- In addition to any amount payable in respect of **Damage to Property in Transit** the **Insurers** will indemnify the **Insured** for **Damage** to sheets, ropes, chains, toggles and dunnage as a result of fire, explosion, overturn of vehicle, impact or collision in the course of carriage of **Property in Transit** in or on vehicles owned or operated by the **Insured**, provided that
- a) the **Insurers** will not indemnify the **Insured** for **Damage** to sheets, ropes, chains, toggles and dunnage if the **Damage** is caused by or contributed to by wear and tear or gradual deterioration;
  - b) the **Insurers'** liability for **Damage** to sheets, ropes, chains, toggles and dunnage arising out of any one incident shall not exceed GBP 1,000 in respect of any one vehicle;
  - c) the **Insured** will be liable for the first GBP 100 of all **Damage** to sheets, ropes, chains, toggles and dunnage arising out of any one incident.
3. **Excess**
- The Excess entered in the Certificate Schedule shall apply to all **Damage to Property in Transit** arising out of any one incident, inclusive of costs of clearing debris, transshipment or recovery of **Property in Transit** incurred as a result.
4. **Other insurance**
- If the carriage of **Property in Transit** is not undertaken in vehicles owned or operated by the **Insured**, any insurance or indemnity provided by the carrier shall constitute more

specific insurance and this Insured Section shall only apply to any excess beyond the amount which would have been payable under such other insurance or recoverable under the indemnity had this Insured Section not been effected.

**F Basis of settlement**

1. If the **Property in Transit** is under invoice at the time of **Damage**
  - a) the actual invoice value to the **Insured** together with such costs and charges (including the **Insured's** commission as selling agent) as may have accrued and become legally due thereon with respect to property dispatched to the **Insured** or for the account of the **Insured**; or
  - b) the amount of the **Insured's** invoice, including prepaid or advanced freight, with respect to property that has been sold by the **Insured** and is being dispatched to or for the account of the purchaser by the **Insured**;
2. If the **Property in Transit** is not under invoice at the time of **Damage**, the replacement of **Property in Transit** lost or destroyed by the closest equivalent property available or the repair or restoration of damaged **Property in Transit** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new, provided that with respect to any manuscripts or documents in respect of which indemnity is granted under this Insured Section the **Insurers** will not pay more than
  - a) the value of materials as stationery; and
  - b) the cost of clerical labour in reproducing or writing up such documents; and
  - c) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded;
3. If the invoice value or cost of replacement, repair or restoration of **Property in Transit**

in respect of any load or consignment exceeds the Sum Insured, the **Insurers'** liability in the event of **Damage** to which this Insured Section applies shall not exceed the proportion that the Sum Insured bears to the full cost of reinstatement, replacement, repair or restoration and the **Insured** shall be its own insurer for the remaining proportion and any further amount that exceeds the Sum Insured.

## **SECTION F – ALL RISKS TO BUSINESS EQUIPMENT**

### **A Insuring Clause**

Subject to the General Agreement, General Definitions, General Conditions, General Exclusions and Claims Conditions of this Certificate, and the additional exclusions and conditions contained in this Insured Section, the **Insurers** will indemnify the **Insured** up to the Sum Insured entered in the Certificate Schedule against **Damage to Business Equipment** of the **Insured** from any cause which is not excluded, provided that the **Damage** occurs within the **Territorial Limits** and during the **Period of Insurance**.

### **B Additional exclusions applicable to Insured Section – All risks to business equipment**

This Insured Section excludes and does not cover

1. **Damage** caused by moth, vermin, inherent vice, climatic conditions, wear and tear, mechanical derangement, gradual deterioration or faulty manipulation;
2. **Damage** to any part of any item of **Business Equipment** caused by its own ignition, electrical breakdown or burn out;
3. **Damage** caused by the actual process of repair, renovation or servicing;
4. **Damage to Business Equipment** while contained in an unattended vehicle unless in a locked container or compartment inaccessible from the driver's seat or any passenger seat with the keys to such locked container or compartment removed from the vehicle;
5. lost revenue or income or market or business opportunities or the incurring of contractual penalties relating to delays or failures in or inadequate performance consequent on **Damage**;
6. **Digital & Cyber Risks**.

### **C Additional conditions applicable to Insured Section – All risks to business equipment**

1. Any insurance or recovery provided

for under a manufacturer's warranty or Extended Warranty or leasing agreement shall constitute more specific insurance and this Insured Section shall only apply to any excess beyond the amount which would have been payable under such warranty or leasing agreement had this Insured Section not been effected.

2. If this Certificate includes an Insured Section – Material Damage, this Insured Section is more specific insurance with respect to **Damage to Business Equipment**.
3. The Excess entered in the Certificate Schedule shall apply to all **Damage** arising out of the same incident.
4. The Sum Insured shall be immediately and automatically reinstated following **Damage to Business Equipment** provided that the **Insured** pays an additional premium calculated on the proportion that the amount settled bears to the total of all Sums Insured, pro rata from the date the **Damage** occurs to the expiry of the **Period of Insurance**.

#### **D Basis of settlement**

1. The repair or restoration of damaged **Business Equipment** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.
2. The replacement of **Business Equipment** lost or destroyed or substantially damaged beyond the reasonable cost of repair by the closest equivalent model or equipment available, provided that any depreciation allowed for in the **Insured's** balance sheet shall be deducted from any reimbursement of cost of replacement by the **Insured** or the **Insured** will reimburse the **Insurers** for such amount if the **Insurers** pay for the cost of replacement.
3. If the **Insured** requires replacement by an item of **Business Equipment** that costs more than the closest equivalent to that lost or destroyed or substantially damaged beyond the reasonable cost of repair, the **Insured** will be responsible

for the difference between the cost of replacement by the closest equivalent model or equipment and the actual cost of replacement;

4. If the cost of repair, restoration or replacement of all **Business Equipment** under an item in the Certificate Schedule exceeds the Sum Insured for that item, the **Insurers'** liability in the event of **Damage** shall be limited to the proportion that the Sum Insured for that item bears to the cost of repair, restoration or replacement of all **Business Equipment** under that item, provided always that the **Insurers'** liability shall not exceed the Sum Insured.



## SECTION G – BOOK DEBTS

### A Additional definitions applicable to Insured Section – Book debts

#### Customer Accounts

means the accounts of all customers and/or agents of the **Insured** who purchase goods from, or to whom services are rendered, by the **Insured**.

#### Operative Peril

means an Insured Peril, other than theft or attempted theft, entered as operative in the Certificate Schedule in respect of the Insured Section- Material Damage.

#### Outstanding Debt Balances

means the total shown in the Financial Statements for the **Insured's** last completed financial year adjusted for

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customer Accounts** in the period between the date to which the last statement relates and the date of the **Damage**; and
3. any abnormal conditions of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date the **Damage** occurred if the **Damage** had not occurred.

### B Insuring Clause

1. Subject to the General Agreement, General Definitions, General Conditions, General Exclusions and Claims Conditions of this Certificate, and the warranties and additional definitions, exclusions and conditions contained in this Insured Section, the **Insurers** will pay to the **Insured** the monetary loss sustained by the **Insured** in respect of those **Outstanding Debt Balances** owing to the **Insured** that the **Insured** is unable to trace or establish as a result of destruction of or damage to the **Insured's** books of accounts, other business books or records consequent on

**Damage** occurring at the **Premises** during the **Period of Insurance** provided that

- a) the **Damage** is caused by an **Operative Peril**;
  - b) the **Damage** is not excluded in accordance with the provisions of the Insured Section – Material Damage.
2. The amount payable by the **Insurers** in respect of **Outstanding Debt Balances** shall in no event exceed
    - a) the difference between
      - (i) the **Outstanding Debt Balances** and
      - (ii) the total of the amounts received or traced in respect thereof;
    - b) the additional expenditure incurred with the previous consent of the **Insurers** in tracing and establishing **Outstanding Debt Balances** after the **Damage** occurs.
  3. If the Sum Insured is less than the amount of the **Outstanding Debt Balances** at the date of the **Damage**, the **Insurers'** liability shall be limited to the proportion that the Sum Insured bears to the amount of the **Outstanding Debt Balances** at the date of the **Damage**.
  4. The Sum Insured under this Insured Section includes all reasonable charges payable to the **Insured's** auditors and/or accountants for producing identifying and certifying any particulars or details required by the **Insurers**.
  5. The liability of the **Insurers** shall not exceed the Sum Insured in respect of all amounts claimed in connection with the same incident.

### C Additional exclusions applicable to Insured Section – Book debts

The **Insurers** will not pay monetary loss sustained by the **Insured** in respect of **Outstanding Debt Balances** or contribute to additional expenditure incurred in tracing and establishing **Outstanding Debt Balances** if the debt arises out of or from

1. defects in the **Insured's** records;
2. erasure or distortion of information in

**Computer Records** due to the presence of a magnetic flux;

3. deliberate falsification of any records;
4. dishonest or fraudulent acts by any director or officer of or **Person Employed** by the **Insured**;
5. mislaying or misfiling of tapes, disks or records.

**D Warranties applicable to Insured Section – Book debts**

It is warranted that the **Insured** will

1. keep all paper records of **Outstanding Debt Balances** in fire-resistant safes or cabinets when not in use;
2. retain paper copies at the **Premises** of any original paper records of **Outstanding Debt Balances** that leave the **Premises**;
3. maintain back-up records of all records of **Outstanding Debt Balances** held on **Computer Equipment** in a secure offsite location and update such back-up records at least weekly.

**E Additional conditions applicable to Insured Section – Book debts**

1. This Insured Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance**, unless the **Insurers** give their written agreement to the contrary.
2. If other insurance is in force covering monetary loss sustained by the **Insured** in respect of **Outstanding Debt Balances**, any amount payable under such other insurance shall constitute a received or traced debt balance in determining the extent of the **Insurers'** liability under this Insured Section.

**SECTION H – Stock deterioration following refrigeration breakdown**

**A Additional Definitions applicable to Insured Section – Stock deterioration following refrigeration breakdown**

**Chilled Stock**

means frozen or chilled stock belonging to the **Insured** or held in trust or on commission for which the **Insured** is responsible.

**B Insuring Clause**

Subject to the General Agreement, General Definitions, General Conditions, General Exclusions and Claims Conditions of this Certificate, and the additional definitions, exclusions, and conditions contained in this Insured Section, the **Insurers** will indemnify the **Insured** against deterioration or putrefaction of **Chilled Stock** in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet at the **Premises** due to a change in the temperature caused by

1. mechanical failure of or breakdown of the automatic temperature control unit; or
2. failure of the public electricity or gas supply;
3. the action of refrigerant fumes escaping from refrigeration equipment;

provided that the deterioration or putrefaction of the **Chilled Stock** occurs during the **Period of Insurance**.

**C Additional exclusions applicable to Insured Section – Stock deterioration following refrigeration breakdown**

This Insured Section excludes and does not cover

1. deterioration or putrefaction of **Chilled Stock** resulting from the deliberate act of any public electricity or gas supplier or the exercise by any such supplier of its power to withhold or restrict supply;
2. deterioration or putrefaction of **Chilled Stock** resulting from the failure of the public electricity or gas supply due to strikes or any other withdrawal of labour by employees of any public electricity or gas supplier;
3. the amount of the Excess entered in the Certificate Schedule in respect of **Chilled**

**Stock**, which shall apply to all deterioration or putrefaction of **Chilled Stock** as a result of the same incident at the same **Premises**.

**D Additional conditions applicable to Insured Section – Stock deterioration following refrigeration breakdown**

1 It is a condition precedent to the **Insurers'** liability under this Insured Section that any refrigerant unit at the **Premises** is maintained by the manufacturer or the person who installed the unit or a competent engineer under an annual maintenance contract.

2 If this Certificate includes an Insured Section – Material Damage, this Insured Section is more specific insurance with respect to loss of **Chilled Stock**.

3 Any insurance or recovery provided for under a manufacturer's warranty or Extended Warranty or maintenance contract shall constitute more specific insurance and this Insured Section shall only apply to any excess beyond the amount which would have been payable under such manufacturer's warranty or Extended Warranty or maintenance contract had this Insured Section not been effected.

**E Basis of settlement**

1 The basis of settlement of any claim under this Insured Section shall be the cost of replacing the **Chilled Stock**.

2 The Sum Insured shall apply to all deterioration or putrefaction of **Chilled Stock** as a result of the same incident at the same **Premises**.

3 If the cost of replacement of the **Chilled Stock** exceeds the Sum Insured the **Insurers'** liability shall not exceed the proportion that the Sum Insured bears to the total cost of replacement of the **Chilled Stock** and the **Insured** shall be its own insurer for the remaining proportion and any further amount that exceeds the Sum Insured.

## SECTION I - LEGAL EXPENSES

Please read this policy carefully to familiarise yourself with the terms and conditions, as well as the

- legal and tax helpline and
- the claim reporting procedures

If you are unsure about anything in this document please contact whoever you purchased your policy from.

### Main benefits of Essential Business Legal

Cover empowers you to protect your legal rights in the future. With support from ARAG you and your business could be protected from legal costs arising from:

- employment disputes (including TUPE) & compensation awards
- employment restrictive covenants
- tax investigations & VAT disputes
- legal nuisance, trespass or damage to property
- legal defence
- compliance & regulation
- statutory licence appeals
- loss of earnings
- employees' extra protection & identity theft
- crisis communication
- contract & debt recovery (optional cover).

### Who is ARAG?

ARAG plc is a legal expenses and assistance insurance provider, operating nationwide from our headquarters in Bristol. ARAG plc is part of ARAG SE recognised as a global leader, generating an annual premium income of over €1.5 billion.

We understand the varied and many legal systems that exist and are expert in advancing the concept of legal insurance by offering innovative products and services.

Our mission from the very beginning has always been to enable every citizen to be able to assert their legal rights. Our pioneering spirit has made us successful in an international market environment.

Our ethos is to work in partnership with our clients, listening to your expectations. With ARAG, there is no need to put your business on hold.

**Helplines** (Calls are charged at the national rate).

**Legal and tax advice 0844 581 0400**

If you have a legal or tax problem relating to your business, we recommend you call our confidential legal and tax advice helpline. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

**Redundancy approval 0117 917 1698**

We can arrange for specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This unfunded service is available 9am and 5pm on weekdays (except bank holidays).

**Crisis communication 0844 571 7964**

Where you need help to respond to negative publicity or media attention. You can access professional public relations support and crisis communication services. You are insured against the cost of crisis communication services under INSURED EVENT 11 when you use this helpline.

**Counselling assistance 0844 477 1619**

For an employee (including family members permanently living with them) needing confidential help and advice, our qualified counsellors are available to provide telephone support on any matter that is causing your employee upset or anxiety, from personal problems to bereavement.

**Claims procedure**

If you need to make a claim you must notify us as soon as possible.

1. Under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.
2. You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)
3. We will issue you with a written acknowledgement within one working day of receiving your claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
  - confirming the appointment of a qualified representative who will promptly progress the claim for you; or
  - if the claim is not covered, explaining in full why and whether we can assist in another way.
5. When a lawyer is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

**What happens if the insurer cannot meet its liabilities?**

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

## Essential Business Legal

This policy is evidence of the contract between **you** and the **insurer**. The policy and schedule shall be read together as one document.

## YOUR POLICY COVER UNDER SECTION I

Following an INSURED EVENT the **insurer** will pay **legal costs & expenses** (and compensation awards under INSURED EVENT 2 EMPLOYMENT COMPENSATION AWARDS) up to the limit of indemnity and aggregate limit specified in **your** policy schedule for all claims related by time or originating cause including the cost of appeals provided that:

1. **you** have paid the insurance premium
2. the **insured** keeps to the terms of this policy and cooperates fully with **us**
3. the INSURED EVENT arises in connection with the business shown in the schedule and occurs within the **territorial limit**
4. the claim
  - always has **reasonable prospects of success**
  - is reported to **us**
    - during the **period of insurance**
    - as soon as the **insured** first becomes aware of circumstances which could give rise to a claim
5. unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
  - to be heard by the **small claims court** or an Employment Tribunal and/or
  - before proceedings have been or need to be issued
6. any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

## INSURED EVENTS COVERED

### 1 EMPLOYMENT

A dispute between **you** and **your employee**, **ex-employee**, or a prospective employee, arising from a breach or an alleged breach of their

- a) contract of service with **you** and/or
- b) related legal rights.

A claim can be made under the policy provided that all internal procedures as set out in the

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

### What is not covered under INSURED EVENT 1

Any claim relating to:

1. the pursuit of an action by **you** other than an appeal
2. redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this policy, except where **you** have had equivalent cover in force up until the start of this policy
3. **legal costs & expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal.

### 2 EMPLOYMENT COMPENSATION AWARDS

Following a claim **we** have accepted under INSURED EVENT 1 EMPLOYMENT, the **insurer** will pay any

- a) basic and compensatory award
- b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013

awarded against **you** by a tribunal or

- c) an amount agreed by **us** in settlement of a dispute.

Provided that:

- i) **reasonable prospects of success** exist for a wholly successful defence

- throughout and
- ii) compensation is
  - agreed through mediation or conciliation or under a settlement approved by **us** or
  - awarded by a tribunal judgment after full argument unless given by default.

**What is not covered under INSURED EVENT 2**

Compensation awards and settlements relating to:

1. trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council
2. money due to an **employee** under a contract or a statutory provision relating thereto
3. civil claims or statutory rights relating to trustees of occupational pension schemes.

**3 EMPLOYMENT RESTRICTIVE COVENANTS**

- a) A dispute with **your employee** or ex-**employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages. Provided that the restrictive covenant
  - i) is designed to protect **your** legitimate business interests and
  - ii) is evidenced in writing and signed by **your employee** or ex-**employee** and
  - iii) extends no further than is reasonably necessary to protect the business interests and
  - iv) does not contain restrictions in excess of 12 months.
- b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

**4 TAX PROTECTION**

- a) A formally notified aspect or full enquiry into **your** tax affairs, or into the personal

tax affairs of **your** directors and/or partners.

- b) A dispute about **your** compliance with regulations relating to:
  - i) Value Added Tax, or
  - ii) Pay As You Earn, or
  - iii) Social Security, or
  - iv) National Insurance Contributions, or
  - v) the Construction Industry Scheme, or
  - vi) IR35
 following a compliance check by HM Revenue & Customs.
- c) An enquiry into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners, arising from an alleged discovery by HM Revenue & Customs.

Provided that:

- all returns are completed and have been submitted within the statutory timescales permitted
- **you** keep proper records in accordance with statutory requirements
- in respect of any appealable matter **you** have requested an Internal Review from HM Revenue & Customs where available.

**What is not covered under INSURED EVENT 4**

Any claim relating to:

1. tax returns which result in HM Revenue & Customs imposing a penalty or claiming interest or which contain negligent misstatements
2. an investigation by the Specialist Investigations Branch of HM Revenue & Customs
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. **your** failure to register for VAT.

**5 PROPERTY**

A dispute relating to material property which **you** own or is **your** responsibility:

- a) following an event which causes physical damage to **your** material property
- b) following a public or private nuisance or trespass
- c) which **you** wish to recover or repossess from an **employee** or ex-**employee**.
- d) with **your** business tenant that arises from a written lease agreement granted under the Landlord & Tenant Act 1954.

## What is not covered under INSURED EVENT 5

Any claim relating to:

- 1. a contract between **you** and a third party except for a claim under 5 c) and 5 d) above provided that in respect of 5 d) **you** will not be insured for
  - a) negotiating a rent review or any dispute that arises from a disagreement with **your** tenant over the revision of rent and service charges that shall be payable
  - b) renewal of **your** lease agreement or the granting of a new tenancy other than where
    - i) **you** have a reasonable prospect of successfully opposing **your** tenant's right to a new or renewal tenancy under Section 30(1) of the Landlord and Tenant Act ; and
    - ii) **you** can demonstrate that **you** have served the correct legal notice to terminate on the tenant in the prescribed form before **your** tenant has served **you** with a request for a new tenancy.
- 2. goods in transit or goods lent or hired out
- 3. the compulsory purchase of, or demolition restrictions, controls or permissions placed on land or property by any government, local or public authority
- 4. a dispute with any party other than the party who caused the damage, nuisance or trespass.

## 6 LEGAL DEFENCE

- a) A criminal investigation and/or enquiry by:
  - i) the police

- ii) a health & safety authority or
  - iii) other body with the power to prosecute
- where it is suspected that an offence may have been committed that could lead to the **insured** being prosecuted.
- b) An offence or alleged offence which leads to the **insured** being prosecuted in a court of criminal jurisdiction.
  - c) A motor prosecution brought against **your** directors and/or partners which does not relate to the business.

## What is not covered under INSURED EVENT 6

Any claim relating to a parking offence.

## 7 COMPLIANCE & REGULATION

- a) Receipt of a Statutory Notice served against **you**.
- b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- c) A civil action alleging wrongful arrest arising from an allegation of theft.
- d) A claim against **you** for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against **you** provided that **you** are registered with the Information Commissioner.

## What is not covered under INSURED EVENT 7

Any claim relating to:

- 1. the pursuit of an action by **you** other than an appeal
- 2. a routine inspection by a regulatory authority
- 3. a Health and Safety Executive Fee For Intervention.

## 8 STATUTORY LICENCE APPEALS

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **your** statutory licence or compulsory registration.



## 9 LOSS OF EARNINGS

The **insured's** absence from work to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on Jury Service which results in loss of earnings.

### What is not covered under INSURED EVENT 9

Any sum which can be recovered from the court or tribunal.

## 10 EMPLOYEES' EXTRA PROTECTION

At **your** request

- a) where civil proceedings are issued against **your employee**:
  - i) for unlawful discrimination; or
  - ii) in their capacity as a trustee of a pension fund set up for the benefit of **your employees**;
- b) where **your employee** or a member of their family suffers physical bodily injury or death as a result of a sudden event provided that the **employee** is under a contract of service with **you**
- c) a claim arising from personal identity theft targeted at **your** directors and/or partners.

### What is not insured under INSURED EVENT 10 a) & b)

Any claim relating to:

1. defending **you**
2. a condition, illness or disease which develops gradually over time.

## 11 CRISIS COMMUNICATION

Following an event which causes **your** business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your** business, **we** will

- a) liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this policy, or acts on **your** behalf under any other policy), to draft a media statement or press release and/or
- b) arrange, support and represent an **insured** at a press conference and/ or

- c) prepare communication for **your** customers and/or a telephone or website script

provided that **you** have sought and followed advice from **our** Crisis Communication helpline.

### What is not covered under INSURED EVENT 11

Any claim relating to:

1. **Legal costs & expenses** in excess of £10,000.
2. Matters that should be dealt with through **your** normal complaints procedures.

## OPTIONAL COVER

### 12 CONTRACT & DEBT RECOVERY

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.

### What is not covered under INSURED EVENT 12

Any claim relating to:

1. an amount which is less than £200
2. the letting, leasing or licensing of land or buildings where **you** act as the landlord
3. the sale or purchase of land or buildings
4. loans, mortgages, endowments, pensions or any other financial product
5. computer hardware, software, internet services or systems which
  - a) have been supplied by **you** or
  - b) have been tailored to **your** requirements
6. a breach or alleged breach of a professional duty by an **insured**
7. the settlement payable under an insurance policy
8. a dispute relating to an **employee** or ex-**employee**
9. adjudication or arbitration.

## WHAT IS NOT COVERED BY SECTION I

The **insured** is not covered for any claim arising from or relating to:

1. **legal costs & expenses** or compensation awards incurred without **our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which the **insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **insured** involving:
  - a) assault, violence, indecent or obscene materials, dishonesty, malicious falsehood or defamation (except in relation to INSURED EVENT 11 CRISIS COMMUNICATION
  - b) the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration;
  - c) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to INSURED EVENT 1 EMPLOYMENT), or loss or damage to property owned by the **insured**
5. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to INSURED EVENT 3 EMPLOYMENT RESTRICTIVE COVENANTS)
6. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
7. franchise or agency agreements
8. a judicial review
9. a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6
10.
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **insured**.
11. the payment of fines, penalties or compensation awarded against the **insured** (except as covered under INSURED EVENT 2 EMPLOYMENT COMPENSATION AWARDS or 7d) or costs awarded against the **insured** by a court of criminal jurisdiction.

## POLICY CONDITIONS APPLICABLE TO SECTION I

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from the **insured** if this happens

### 1. The Insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** as low as possible

- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.
- 2. Freedom to choose an appointed advisor**
- a) In certain circumstances as set out in 2.b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
- i) **we** agree to start proceedings or proceedings are issued against an **insured**, or
- ii) there is a conflict of interest the **insured** may choose a qualified **appointed advisor** except where the **insured's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **we** shall always choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details.
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
- e) In respect of a claim under INSURED EVENT 12 CONTRACT & DEBT RECOVERY **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.
- 3. Consent**
- The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or our appointed agent to have sight of their file for auditing and quality and cost control purposes.

**4. Settlement**

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.

**5. Barrister's opinion**

**We** may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect **your** right under Condition 6 below.

**6. Arbitration**

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **we** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

## 7. Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

## 8. Fraudulent claims

If the **insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

## 9. Cancellation

- a) **You** may cancel the policy:
  - i) within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
  - ii) at any other time by giving **us** at least 21 days written notice and the **insurer** will refund part of the premium for the unexpired period unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days written notice to the **insured**. The **insurer** will refund part of the premium for the unexpired term. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
  - i) where the party claiming under this policy fails to co-operate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests,
  - ii) where the **insured** uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers,
  - iii) where **we** reasonably suspect fraud.

- c) The **insurer** may also cancel the policy and refund part of the premium for the unexpired period if at any time **you**
  - i) enter into a voluntary arrangement or a deed of arrangement
  - ii) become bankrupt, are placed into administration, receivership or liquidation
  - iii) have **your** affairs or property in the care or control of a receiver or administrator.

The **insurer** also reserves the right to withdraw from any claim.

## 10. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

## 11. Data Protection Act 1998

It is agreed by the **insured** that any information provided to **us** and/or the **insurer** regarding the **insured** will be processed by **us** and/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For our mutual protection and **our** training purposes, calls may be recorded.

## 12. Contracts (Rights of Third Parties) Act 1999

A person who is not an **insured** under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

## MEANING OF WORDS & TERMS APPLICABLE TO SECTION I

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

### Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

### Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% "no-win no-fee".

### Conditional Fee Agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

### Employee

A worker who has or alleges they have entered into a contract of service with **you**, provided they have been declared to **us**.

### Insured

1. **You, your** directors, partners, managers, officers and employees of **your** business.
2. The estate, heirs, legal representatives or assigns of any persons mentioned in 1. in the event of such person dying.
3. A person declared to **us**, who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

### Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

### Legal Costs & Expenses

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims, other side's costs, fees and

disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.

3. Reasonable accountancy fees reasonably incurred under INSURED EVENT 4 TAX by the **appointed advisor** and agreed by **us** in advance.
4. **Your employee's** basic wages or salary under INSURED EVENT 9 LOSS OF EARNINGS in the course of their employment with **you** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where **you** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
5. The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** under INSURED EVENT 11 CRISIS COMMUNICATION.

### Period of Insurance

The period shown in the schedule to which this policy attaches.

### Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the **insured**
  - a) pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
  - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

### Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil

Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the policy applies.

#### **Territorial Limit**

For INSURED EVENTS 6 LEGAL DEFENCE, 7 COMPLIANCE & REGULATION and 12 CONTRACT & DEBT RECOVERY the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. For all other INSURED EVENTS the United Kingdom, Channel Islands and the Isle of Man.

#### **We/Us/Our**

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

#### **You/Your**

The business named in the schedule, including any subsidiary and/or associated companies declared to **us**.

## **ADDITIONAL CLAUSES/ WARRANTIES- APPLICABLE TO ALL SECTIONS OTHER THAN C & I**

**THESE ARE OPERATIVE ONLY IF SHOWN IN THE CERTIFICATE SCHEDULE**

### **CL1 - Daily Waste Warranty**

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

### **CL2 - Pipe and Tank Lagging Warranty**

**Insurers** will not be liable for Damage to **Property** as a result of burst or leaking water pipes and/or tanks which are inadequately lagged at the time of the **Damage**.

### **CL3 - Deep Fat Frying Warranty:**

It is warranted that :-

- all frying and other cooking ranges, equipment, flues and exhaust ducting are securely fixed and free from contact with combustible material
- all extraction hoods, canopies, filters and grease traps are cleaned every two weeks
- all extraction ducts are cleaned at least every six (6) months by a qualified third party contractor
- frying equipment is fitted with a thermostat designed to prevent the temperature of cooking oils and fat from rising above 205 C
- multi purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained and close to the installation ready for immediate use
- the pans are fitted with metal lids which can be shut down in the event of fire (with larger installations closing to be automatic and the system to be linked to the ventilationsystem so that this is also shut down in the event of a fire).

### **CL4 - Kitchen Duct Warranty**

It is warranted that cooking fume extraction canopies and ductwork be cleaned at least every six (6) months by independent contractors and that filters, traps or other grease removal devices therein be cleaned at least fortnightly.

### **CL5 - Roof Maintenance Warranty**

In respect of Damage by STORM and TEMPEST it is warranted that any built-up mineral felt or

asphalt roof portion of the within described **Premises** shall be inspected at least once every two (2) years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

**CL6 - Electrical Clause**

It is understood and agreed that the **Insurers** shall not be liable for any **Damage** to electrical apparatus or appliances caused by self-ignition. However, this exclusion shall apply solely to the part of the said apparatus or appliance in which self-ignition occurs.

**CL7 - Portable heating Warranty**

It is warranted that there is no use of or storage on the **Premises** of any form of portable heating unless specifically agreed by **Insurers**.

**CL8 - Frost Stat Warranty**

It is warranted that the heating system incorporates Frost Stat controls to ensure that a minimum temperature of at least 4 degrees centigrade is automatically maintained between the months of October and May inclusive.

**CL9 - Combustible Materials Warranty**

It is warranted that combustible storage or waste in the open is at least 7 metres from any **Building** when the **Premises** are closed for business.

**CL10 - Flammables Warranty**

It is warranted that all flammables are kept in metal lidded containers when not in use.

**CL11 - Bulk Flammables Warranty**

It is warranted that bulk supplies of flammables are kept within a separate locked store and only one days supply permitted out on the **Premises**.

**CL12 - Gutter Warranty**

It is warranted that the valley gutters are cleared and downpipes rodded at least twice per annum.

**CL13 - Alarm Protected Area Warranty**

It is warranted that all **Stock**, machinery and plant, all Other Contents, **Documents**, **Computer Records**, patterns, models, moulds, templates, plans and designs are kept within an area protected by an alarm system.

**CL14 - Cooking In Rooms Warranty**

It is warranted that no cooking takes place in rooms other than on fixed cooking appliances in purpose designed kitchen areas.

**CL15 - Stillage Warranty**

It is warranted that all **Property** stored in the

**Premises** is stored on racks, shelves and stillages not less than 15cm above floor level.

**CL16 - Paint Spraying Warranty**

It is warranted that

- a) all paint spraying is conducted in booths of non-combustible material and positioned against an external wall
- b) all doors of booths are self-closing and kept closed during spraying.
- c) any glazing in booths is wired glass.
- d) all electrical fittings in booths are flame proofed and earthed.
- e) all wiring conforms to BS7671.
- f) a certificate of conformity to BS7671 is held and renewed every three (3) years.
- g) all paint residue is cleaned off at least weekly.
- h) each booth has a separate ventilation fan and duct discharging directly to the open air.
- i) motors are not located in ducts.

**CL17 - Auditorium Warranty**

It is warranted that

- a) the **Insured** carry out a thorough examination of the **Premises** insured hereunder for smouldering matches, tobacco or other material at the close of business each day and
- b) signed reports are made thereon daily by any **Person Employed** detailed to make the examination and
- c) such reports are checked at least weekly by management.

It is further warranted that the contents of all ashtrays and the like are emptied into a metal lidded bin and the bin is removed from the **Building** at the close of business each day.

**CL18 - Unoccupancy Conditions**

Notwithstanding anything contained herewith it is hereby understood and agreed

- a) that coverage is limited to Fire, Lightning, Explosion and Aircraft only
- b) It is warranted that
  - (i) all mains services are disconnected and all water pipes/tanks drained down
  - (ii) the **Premises** are secured against illegal entry
  - (iii) all windows and doors are boarded or bricked up at ground level so as to



prevent unauthorised entry and firmly secured at other levels

- (iv) all letterboxes are sealed to prevent insertion of material
  - (v) the **Premises** are kept clear of all loose combustible materials
  - (vi) the **Insured** and/or his agent to visit the **Premises** at least once per week and carry out any work necessary to maintain security. A record of these visits is to be kept and advised quarterly to **Insurers**
  - (vii) a caretaker or security guard is on duty full-time at the **Premises**
- c) any **Damage** arising out of building operations, refurbishment or renovation is excluded.

#### **CL19 - Minimum Protections Warranty**

It is warranted that all

- a) final exit doors have a minimum 5 lever mortice deadlocks fitted with box steel striking plates of at least 7" or alternatively a 5 lever close shackle padlock with substantial locking bar.

accessible windows are barred or fitted with key operated window locks or fixed permanently shut. Where door-locks are replaced or fitted these must conform to BS3621.

#### **CL20 - Electrical Circuit Warranty**

It is warranted that the electrical installation be inspected and tested at least once in every three years by a contractor approved by the National Inspection Council for Electrical Installation Contracting (N.I.C.E.I.C) and that any remedial work recommended by such contractor to comply with BS7671 is carried out promptly.

#### **CL21 - Sprinkler and Fire Extinguishing Appliances Maintenance Clause**

In consideration of the reduced premium charged for this Insurance it is warranted that the **Insured** will

- a) maintain the sprinkler installation(s) and other fire extinguishing appliances in full working order during the currency of this Insurance and
- b) make a test every week for the purpose of ascertaining that the alarm gong is in

full working order and that the stop valves controlling the water supplies are fully open

- c) ensure that a test is made every twelve (12) months to confirm that the water supplies are in order, record the particulars of such test(s) , and remedy promptly any defect revealed by such test(s).

Nevertheless this insurance shall not be invalidated by any defect in the sprinkler installation(s) or other Fire Extinguishing Appliances due to circumstances unknown to or beyond the control of the **Insured**.

#### **CL22 - Restricted Perils Clause**

Notwithstanding anything contained herein to the contrary the operative Insured Perils are Fire, Lightning, Full Explosion and Aircraft only.

#### **CL 23 - Co Insurance Clause**

Notwithstanding anything contained herein to the contrary it is noted and agreed that in respect of the Insured Peril(s) of \_\_\_\_\_

\_\_\_\_\_ the **Insured** shall bear at its own risk and uninsured \_\_\_\_\_ % of each and every loss subject to a minimum of £ \_\_\_\_\_ each and every loss

#### **CL 24 - Subsidence Ground Heave and/or Landslip Extension**

If so indicated in the Schedule, this Insured Section also covers **Damage** arising from subsidence, ground heave or landslip of any part of the site on which the **Premises** stands excluding

- a) **Damage** to any paths, drives and other surfaced areas, walls, gates and fences unless the **Building** itself is lost, destroyed or damaged at the same time as a result of subsidence, ground heave or landslip
- b) **Damage** resulting from
  - i) the normal settling or bedding down of new structures or
  - ii) coastal or river erosion or
  - iii) defective design or workmanship or the use of defective materials or
  - iv) fire, subterranean fire, explosion, earthquake or escape of water from any tank, pipe or apparatus
- c) **Damage** which commenced prior to the inception of the Period of Insurance
- d) **Damage** occurring as a result of demolition,

- construction, structural alteration or repair of any property or ground works or excavation at the same **Premises**
- e) the first £1,000 (or as shown in the Specification whichever the greater) of each and every loss at each separate **Premises** as ascertained after the application of any condition of Average.

**Special Condition**

This Extension shall be avoided if the risk of subsidence, ground heave and/or landslip is increased by reason of demolition, ground works, excavation or construction being carried out on the same and/or adjoining sites.

**CL 25 - Business Interruption – Theft cover**

It is hereby agreed that B b) (ii) (the **Damage** is not caused by Theft or attempted Theft) of the Insured Section – Business Interruption is deleted.

**CL 26 - Millennium Clause (Named Perils)**

**UK MILLENNIUM ENDORSEMENT**  
**COMMERCIAL NAMED PERILS**

This insurance does not cover any physical loss or damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000,

- i) correctly to recognise 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
- iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude:

- (a) any ensuing physical loss or damage to

Property Insured;

- (i) resulting from an Operative peril insured under this insurance and
- (ii) which is not otherwise excluded;

or

- (b) any consequential loss, as covered under this insurance, which may arise from such ensuing physical loss or damage.

Provided that nothing in this endorsement or any other provision or extension of this insurance shall be construed to extend the liability of **Insurers** to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not.

**UKME(CNP) NMA 2803 (6/5/98)**

Form approved by Lloyd's Underwriters' Non-Marine Association Limited

**CL 27 - Millennium Clause (All Risks)**

**UK MILLENNIUM ENDORSEMENT**  
**COMMERCIAL ALL RISKS**

This insurance does not cover any physical loss or damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the **Insured** or not, and whether occurring before, during or after the year 2000,

- i) correctly to recognise 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
- iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain

or correctly to process such data on or after any date

but this shall not exclude:

- (a) any ensuing physical loss or damage to Property insured;
  - (i) resulting from a listed peril, set out below, as covered under this insurance but no other for the purposes of this endorsement, and
  - (ii) which is not otherwise excluded;
- or
- (b) any consequential loss, as covered under this insurance, which may arise from such ensuing physical loss or damage.

#### Listed Perils

1. Fire and/or Lightning
2. Explosion
3. Aircraft or other aerial devices or articles dropped therefrom
4. Impact by road vehicles or animals
5. Riot or civil commotion
6. Strikers, locked-out workers, or persons taking part in labour disturbances
7. Malicious persons
8. Earthquake
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe
12. Theft

If specific perils are defined in this insurance the listed perils shall be deemed to be amended to follow this insurance. If any of the above listed perils are specifically excluded by this insurance they shall be deemed to be deleted from this list. Provided that nothing in this endorsement or any other provision or extension of this insurance shall be construed to extend the liability of the Underwriters to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not

#### CL 28 - Oiled Waste Clause

It is warranted that all oily and / or greasy waste (clothes, rags and the like) will be kept in lidded metal receptacles and removed from the **Premises** at least once per week.

#### CL 29 - Survey Clause

Cover hereon is strictly subject to receipt by **Insurers** of a satisfactory survey carried out by an authorised surveyor during currency of this insurance or by a date to be agreed by **Insurers** and advised to the **Insured**.

**Insurers** reserve the right to cancel this insurance or impose special terms and conditions and/ or revise the premium rate upon receipt of the survey.

The **Insured** shall implement the survey requirement(s) or as otherwise agreed by **Insurers** within a period to be agreed by **Insurers** and advised to the **Insured**.

If the **Insured** fails to implement the requirement(s) within the period agreed by **Insurers** then all coverage shall terminate at the end of said period.

#### CL 30 - Composite Panel Warranty

The following warranty applies in respect of any **Building** constructed of and or containing composite panels.

It is warranted that

- a) Suitable fire extinguishing appliances be supplied in all cooking areas
- b) Ducting, conduit wiring and hot flues to be adequately protected within fire resistant sleeves where passing through composite panels
- c) At least weekly inspections to be undertaken by The Insured to check for **Damage** to composite panels or panel joints. Any defects found to be rectified without delay or replaced by a panel with a non combustible core within 7 days.
- d) No repairs to be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources
- e) All heat sources to be kept at least 2 metres away from any composite panelling or such panelling to be of a non combustible core.
- f) No external storage of combustible stock, packaging, pallets, waste or waste skips or bins within 10 metres of **Building**

g) Any work involving the application of heat must only be carried out by a qualified contractor and the **Insured** is to ensure the contractor has adequate Public Liability insurance in force and shall confirm the same through sight of the certificate of insurance. Subrogation rights against such contractor shall not be waived by the **Insured**. The following warranties shall also apply:

- The area in which work is to be carried out shall be adequately cleared and combustible materials shall be removed to a distance not less than 6 metres from the area of proposed work
- If work is to be carried out overhead then the area beneath shall be similarly cleared and all combustible materials removed.
- Suitable fire extinguishers with a capacity of not less than 9 litres shall be kept available for immediate use
- Blow lamps and blow torches shall be lit in as short a time as possible before use and extinguished immediately after use
- Lighted blow lamps and torches shall not be left unattended
- Half an hour after each period of work a thorough examination shall be made of the area in which the works have been undertaken
- If work is to be carried out in the vicinity of the composite / sandwich panels then such panels must be protected by non combustible blankets, drapes or screens

**CL 31 - Welding Warranty**

It is warranted that at all times during welding or cutting operations, the following precautions will be taken:

- 1) Before and after all welding or cutting operations the immediate area will be hosed down where practical. Where such measures are not practical or might be the cause of water damage or other property

damage, the area under which welding or cutting operations are performed will be covered by fire protective tarpaulins in a minimum radius of 25 feet from where such welding or cutting operations are performed.

- 2) At all times during welding or cutting operations a fire extinguisher, in good functioning order and of an approved classification for the area and surrounding materials, will be kept readily available.
- 3) A Guard or Watchman, having no other duties, will, at all times while welding or cutting operations are performed, watch for and extinguish any sparks and will be posted for 12 hours after the welding or cutting operation has ceased or until the next shift commences whichever shall first occur.

**CL 32 - Yard Security Warranty**

It is a condition precedent to liability that all entry and/or exit points to the Insured's yard or compound be securely locked outside of business hours.

All other terms and conditions remain unaltered

**CL 33 - Waste (Cleaning and Housekeeping) Warranty**

It is warranted that:

- a) at the close of daily operations all conveyors and machines (including motors, superstructures and the areas beneath) are to be cleared of waste and fly;
- b) at the close of daily operations all loose combustible waste and oily, greasy, solvent impregnated waste is to be swept up and placed in metal bins with metal lids. These bins are to be removed from Insured's Premises and situated no less than 6 metres from the Buildings;
- c) light fittings are to be cleaned weekly to remove dust and fly.

Formal records of the above are to be kept by the Insured.

It is further warranted that:

- i) waste stored internally is separated by concrete walls no less than 1.5m high; and
- ii) clear distance of 2.5m is maintained around such storage areas; and
- iii) all pathways around and between such

storage areas are swept clear of waste at the close of daily operations.

All other terms and conditions remain unaltered  
**CL 34 – Combustible Waste and Stock in the Open Warranty**

It is warranted that all externally stored combustible waste and stock in the open is to be stored away from the buildings and a clear space of at least six metres is to be maintained at all times.

All other terms and conditions remain unaltered.  
**CL35 – Electrical Circuits Warranty**

It is warranted that all electrical circuits be tested at least once every three years by qualified electrical engineers and that any defects found be remedied forthwith in accordance with the Regulations of the Institute of Electrical Engineers and an appropriate Certificate be forwarded to the Insurer.

All other terms and conditions remain unaltered.

**CL 36 – Intruder Alarm Warranty**

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

- (a) Whenever the Premises are closed for business or left unattended they shall be protected by an Intruder Alarm
  - (i) the specification of which has been agreed by the Insurer
  - (ii) which shall be set in its entirety
- (b) The Insured shall
  - (i) keep in force during the currency of the Section a contract with a Insurer that is a member of the National Approval Council for Security Systems (NACOSS) to maintain the Intruder Alarm in proper working order
  - (ii) lodge a copy of the maintenance contract with the Insurer and any subsequent alteration thereto.
  - (iii) obtain written permission from the Insurer before agreeing to any alteration to
    - (a) the maintenance Insurer's emergency service facility
    - (b) any part of the Intruder Alarm
- (c) If the Police give warning of withdrawal of their services the Insured shall immediately notify the Insurer

- (d) If any defect in the Intruder Alarm is discovered or the Police have withdrawn their services the Insured shall
  - (i) immediately notify the Insurer
  - (ii) not leave the Premises unattended without prior consent of the Insurer
  - (iii) put into effect such additional temporary precautions and safeguards as the Insurer may require
  - (iv) notify the Maintenance Insurer immediately and give immediate instruction for the necessary repairs to be carried out

For the purpose of this endorsement "Intruder Alarm" shall mean the component parts detailed in the alarm specification which has been agreed by the Insurer and the lines of communication used to transmit signals

All other terms and conditions remain unaltered.

**CL 37 – Machinery Maintenance Warranty**

It is warranted that all Machinery is maintained in efficient working order in accordance with the manufacturer's specifications and guidelines. It is further warranted that formal records are kept by the Insured and that they are available for inspection by the Insurer.

All other terms and conditions remain unaltered.

**CL 38 – Portable Heater Limited Exclusion Warranty**

It is warranted that no form of portable heating appliance be used in the Premises other than in the office and restroom.

All other terms and conditions remain unaltered.

**CL 39 – Portable Heater Total Exclusion Warranty**

It is warranted that no form of portable heating appliance nor any propane gas cylinders be kept, used or stored in the Insured's premises.

All other terms and conditions remain unaltered.

**CL40 – Smoking Prohibited Warranty**

It is warranted that the smoking of cigarettes or tobacco in the Premises is strictly prohibited and notices to this effect are to be prominently displayed at the Premises

All other terms and conditions remain unaltered.

**CL41 – Waste Warranty – General**

It is warranted that all waste and refuse be swept

up daily and be completely removed at least once a week.

All other terms and conditions remain unaltered.

**CL42 – Unoccupancy Conditions – extended perils**

Notwithstanding anything contained herewith it is hereby understood and agreed

- a) that coverage is limited to Fire, Lightning, Explosion, Aircraft, Impact, Riot, Strikers, locked-out workers, or persons taking part in labour disturbances, Earthquake, Storm and Flood only.
- b) It is warranted that
  - (i) all mains services are disconnected and all water pipes/tanks drained down
  - (ii) the Premises are secured against illegal entry
  - (iii) all letterboxes are sealed to prevent insertion of material
  - (iv) the Premises are kept clear of all waste, refuse, and any loose or moveable combustible items and materials, other than fixtures and fittings
  - (v) the Insured and/or his agent to visit the Premises at least once per week and carry out any work necessary to maintain security. A record of these visits is to be kept and advised quarterly to Insurers
  - (vi) the Insured and/or his agent to notify Insurers immediately if there are signs of access to the buildings by intruders.
- c) any Damage arising out of building operations, refurbishment or renovation is excluded.

**CL43 – Unoccupancy Conditions – Restricted Perils**

Notwithstanding anything contained herewith it is hereby understood and agreed

- a) that coverage is limited to Fire, Lightning, Earthquake, Explosion and Aircraft only
- b) It is warranted that
  - (i) all mains services are disconnected and all water pipes/tanks drained down

- (ii) the Premises are secured against illegal entry
  - (iii) all letterboxes are sealed to prevent insertion of material
  - (iv) the Premises are kept clear of all waste, refuse, and any loose or moveable combustible items and materials, other than fixtures and fittings
  - (v) the Insured and/or his agent to visit the Premises at least once per week and carry out any work necessary to maintain security. A record of these visits is to be kept and advised quarterly to Insurers
  - (vi) the Insured and/or his agent to notify Insurers immediately if there are signs of access to the buildings by intruders.
- c) any Damage arising out of building operations, refurbishment or renovation is excluded.

**CL44 – Boarding Warranty.**

It is hereby warranted that all windows and doors are boarded or bricked up at ground level so as to prevent unauthorised entry and firmly secured at other levels

**CL 45 – 24hr security warranty**

It is hereby warranted that a caretaker or security guard is on duty full-time at the Premises

**CL46 – Flood exclusion**

It is hereby noted that the peril of flood is excluded

**CL47 – Storm exclusion**

It is hereby noted that the peril of storm is excluded

**ADDITIONAL CLAUSES/  
WARRANTIES- APPLICABLE TO  
SECTION C ONLY**

***THESE ARE OPERATIVE ONLY IF SHOWN IN  
THE CERTIFICATE SCHEDULE***

**Clause 1 - Bona Fide Sub-Contractors Clause**

It is warranted by the Insured that all subcontractors that they engage maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this policy
- An indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide subcontractor, or the waiver of any rights of recourse against any bona fide subcontractor.

**Clause 2 - Manual Work Away Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections A or B, directly or indirectly resulting from or in consequence of manual work undertaken away from the Insured's premises other than delivery and collection.

**Clause 3 – Total Manual Work Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections A or B, directly or indirectly resulting from or in consequence of employees engaged in work of a manual or non clerical/ non supervisory nature.

**Clause 4 - Administration of Drugs Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B or C, directly or indirectly resulting

from or in consequence of the provision and/ or administration of pharmaceuticals or drugs of any nature.

**Clause 5 - Abuse Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

**Clause 6 - Heat Work Away Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the Insured.

**Clause 7 - Bodily Treatment Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B or C, directly or indirectly resulting from or in consequence of the provision of any medical or other bodily treatment, other than first aid treatments.

**Clause 8 - Loss, Damage or Corruption of Data Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B or C, directly or indirectly resulting from or in consequence of the loss, damage or corruption of any data, held on or created by, any electronic data processing equipment or system.

**Clause 9 - Tree Root Damage Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B or C that arises from ingress of tree roots or desiccation of the soil caused by trees.

**Clause 10 - Sporting Participation Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections A or B, directly or indirectly resulting from or in



consequence of any Injury to any person playing in, training in, or practising any sport.

**Clause 11 - Damage to Item being Worked Upon Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B or C, directly or indirectly resulting from or in consequence of loss or damage, including shrinkage or discolouration, to articles on which the Insured is or has been working where the loss or damage results from such work.

**Clause 12 - Burning of Debris Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of the burning of debris.

**Clause 13 - Proprietary Brands Warranty**

It is warranted by the Insured that precedent to the liability of Underwriters hereon, proprietary brand products only will be used and that these are used and stored in accordance with the manufacturers instructions.

**Clause 14 - Height Limit (10 metres)**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections A or B directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 10 metres from the surrounding floor or ground level.

**Clause 15 - Depth Limit (3 metres)**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section A or B, directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 3 metres.

**Clause 16 - Haulage Clause**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:

- Injury or damage caused by the wrongful delivery or the contamination in transit of any load

- Injury or damage caused by the haulage of hazardous goods
- loss of or damage to any goods or their packaging or containers shipped or forwarded by or on behalf of the Insured
- the transportation of goods by road tankers

**Clause 17 - Libel and Slander Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B or C, directly or indirectly resulting from or in consequence of:

- Libel, slander or defamation
- Slander of title of goods or other injurious falsehood
- Wrongful misrepresentation

**Clause 18 - Products: Component Part Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section C, directly or indirectly resulting from damage to goods to which the Insureds product is an additive or component part.

**Clause 19 - Emergency Services Notification Clause**

It is warranted by the Insured that precedent to the liability of Underwriters, all Police, Fire and Ambulance services are notified prior to the commencement of the insured event and that the Insured adheres to all of their recommendations.

**Clause 20 - Rights of Recourse Warranty**

It is warranted by the Insured that precedent to the liability of Underwriters hereon, full Rights of Recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of products or components.

**Clause 21 - Waste Disposal Warranty**

It is warranted by the Insured that precedent to the liability of Underwriters, all waste material of any description shall be disposed of at a licensed refuse site in accordance with the terms of such licence.

**Clause 22 - Live Entertainment and Disco Exclusion**

Underwriters shall have no liability under this

Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the provision of discos and/or live entertainment of any nature.

### **Clause 23 - Claims Made Warranty (Products Liability)**

It is noted and agreed that Section C Sub-Section C, Products Liability (item 13) "Indemnity" is revised as follows:

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring and notified to Underwriters, during the Period of Insurance and arising out of or in connection with any Product during the period of insurance.

### **Clause 24 - Use of Dogs Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the use of any dog in connection with the business.

### **Clause 25- Dogs Warranty**

It is warranted by the Insured that at all times during which any dog is used in connection with the Business, it shall be kept under physical restraint and (if not adequately tethered or confined) under the control of a competent handler.

### **Clause 26 - Underground Services Clause**

*(Applicable to Section C Sub-Section B)*

In respect of loss of or damage to cables, pipes or other services located underground, it is a condition precedent to liability that prior to undertaking any digging, boring or excavation, the Insured has:

- taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage.

Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site

- retained a written record of the measures that were taken to locate such cables,

pipes and services

- conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the Insured

Indemnity under this policy shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or damage, or penalties and/or fines, which are imposed on the Insured by the relevant authorities as a result of any damage.

### **Clause 27 – Professional Services Exclusion** *(Applicable to Section C Sub-Section B)*

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of breach of professional duty or wrongful or inadequate advice, whether a fee is charged or not

It is hereby noted and agreed that this Exclusion applies in addition to additional exclusions to Section C Sub-Section B and C

### **Clause 28 - USA and Canada Products Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of any products supplied, including products supplied prior to the inception of this insurance which the Insured knows, or could have reasonably been expected to know, would be used within the United States of America or Canada.

### **Clause 29 – High Risk Location Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with work undertaken on or at any of the following locations or premises:

- refineries, bulk storage or production premises in the oil, gas or chemical industries.
- offshore structures and work underground or underwater - aircraft, hovercraft, aerospace systems or watercraft (other than at docks, harbours, boatyards or inland waterways not involving the use of heat).
- railways or airports

**Clause 30 – Personal Protective Equipment Warranty**

It is a condition precedent to the liability of Underwriters that the use or wearing of Personal Protective Equipment by any Person Employed is rigorously enforced and that Personal Protective Equipment is supplied to the Person Employed and that a formal record is maintained confirming receipt of such equipment.

**Clause 31 - Wood-Working Machinery Exclusion**

Underwriters shall have no liability under Section C Sub-Section A of this insurance to provide an indemnity or benefit for any legal liability arising out of or in connection with any claim arising out of or in connection with the Insureds employees use of wood-working machinery, driven by steam, gas, water, electricity or other mechanical power.

The expression "Wood-Working Machinery" shall be deemed to include:-

- lathes
- fret-saws
- boring Machines
- sanding Machines
- mechanically-driven portable tools applied to the work by hand, other than pendulum and swing saws.

**Clause 32 - Structural Steel Erection Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with any work undertaken by the Insured involving the erection of structural steelwork.

**Clause 33 - Excludes Heat Work Away other than by BFSC**

Underwriters shall have no liability under this policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the insured or work being carried out by Bona Fide Subcontractors.

**Clause 34 - Welding Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with welding or flame-cutting away from the Insureds premises.

**Clause 35 - Products Exclusion**

*(Applicable to Section C Sub-Section C)*

It is hereby understood and agreed that this policy does not indemnify the Insured for Products Liability including all liability for goods and services supplied.

**Clause 36 - Toxic/Hazardous Goods Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with the carriage, dumping or disposal of toxic, corrosive, explosive and/or hazardous goods by the Insured.

**Clause 37 - Waste Transfer Station Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with the operation or ownership of waste transfer stations.

**Clause 38 – Skip Hirers Warranty**

It hereby understood and agreed that the following warranty applies to Section C Sub-Section B of this Insurance:

It is warranted by the Insured that when skips are left by the Insured on the public highway:

- The Insured will comply with all current Local Authority requirements.
- Skips will be lit during the hours of darkness.

**Clause 39 - Skip Hire Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in consequence of any skip hire and/or supply.

**Clause 40 - Trackside Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with any work trackside.

## **Clause 41- Tree Felling Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections A or B, directly or indirectly resulting from or in consequence of any tree felling and/or lopping.

## **Clause 42 – Spray Painting Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of spray painting of any nature.

## **Clause 43 – Power Cleaning Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of any work involving sand blasting and/or power cleaning of any nature.

## **Clause 44 – Plant Hire Warranty**

It is warranted by the Insured that precedent to the liability of Underwriters hereon, all plant and/or equipment hired out will be subject to the following conditions:

- (a) All plant and/or equipment hired out will be subject to the current Contractors Plant Association or Scottish Plant Operators Association Conditions of Hire unless otherwise agreed and a copy of the Insured's standard hiring conditions lodged with Underwriters
- (b) All plant and/or equipment is maintained in a safe and sound condition and is examined by the Insured prior to and at the end of each hire period and any defects rectified.

## **Clause 45 - Demolition Sites Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of work carried out on demolition sites.

## **Clause 46 - Landfill Sites Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the ownership and/or operation of landfill sites.

## **Clause 47 - Participant to Participant Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections A or B, directly or indirectly resulting from or in consequence of any Injury caused by the negligent act and/or omission of any participant towards another participant.

## **Clause 48 - Travel Insurance Warranty**

It is warranted by the Insured that precedent to the liability of Underwriters hereon, adequate travel insurance is arranged on each occasion when the Insured persons are travelling outside the United Kingdom.

## **Clause 49 - Amusement Arcade Exclusions**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B or C, directly or indirectly resulting from or in consequence of the following amusements and/or activities:

- (a) Mechanically or electrically powered rides of any nature (other than static coin operated rides)
- (b) Childrens playground and/or soft play equipment of any nature
- (c) Any equipment and/or amusement that involves the kicking and/or punching of any objects.
- (d) Any equipment and/or amusement that involves the throwing and/or firing of projectiles of any nature.
- (e) Any equipment and/or amusement for use outside the Insureds premises.

## **Clause 50 - Fork-Lift Truck Condition**

It is a condition precedent to liability under this Policy that the use of fork-lift trucks is subject to the following procedures

1. operatives must be at least 18 years of age
2. operatives must
  - a) complete a training course in the safe use of fork-lift trucks through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive and

- b) complete a refresher course within 5 years of the initial training programme and
- c) the Insured must retain appropriate documentation verifying completion thereof.

**Clause 51- Burning and Welding Warranty**

The Insured hereby warrants that the following special precautions will be complied with on each occasion of any work involving the use of blow lamps, blow torches, flame guns, hot air guns, electric gas or other welding equipment, or portable grinding equipment:

- (i) All blow lamps, blow torches and flame guns or hot air guns are to be lit in strict accordance with the manufacturers instructions, not left unattended when lit and extinguished immediately after use;
- (ii) The area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
- (iii) Wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
- (iv) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
- (v) All portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use;
- (vi) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches

have been extinguished and all portable grinders switched off\*;

- (vii) Wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
- (viii) Immediately following completion of each period of work and during the period of not less than thirty minutes following completion of each period of work, a thorough and continuous check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

\*Warranty vi is deemed not to apply when the Insured works alone as a sole trader

**Clause 52 -Asphalt and Tar Boiler Warranty**

The Insured hereby warrants that the following special precautions will be complied with on each occasion of any work involving asphalt or bitumen tar boilers:

- (i) Regulation spill trays are to be used
- (ii) All tar boilers are to be kept wholly at ground level.
- (iii) The equipment and work is not to be left unattended at any time whilst in use (iv) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work.
- (v) Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

**Clause 53- Gymnasium Clause**

It is a condition precedent to liability under this Policy that the use of gymnasiums is subject to the following procedures

- a) all equipment is inspected at least once each week and any defects found are repaired immediately;
- b) the Insured shall ensure that all

equipment is used in accordance with the manufacturers instructions

- c) the Insured shall obtain a 'Health & Gym experience questionnaire' from all members and/or participants;
- d) where the member and/or participant does not have sufficient experience or fitness level, an adequate induction course shall be provided by the Insured for the said member and/ or participant

#### **Clause 54- Full Repairing Lease Clause**

It is a condition precedent to the liability of Underwriters that all properties that are owned by the Insured and leased to tenants are subject to agreements (on a full repairing lease basis) that require the tenant to maintain and repair the property.

#### **Clause 55- Deep Fat Fryer Warranty**

It is a condition precedent to the liability of underwriters that for any oil and fat frying and cooking ranges and equipment:-

- a) all flues, cooker hoods, grease traps and filters are cleaned not less than once a week and the ducting must be steam cleaned or chemically cleaned along its entire length at intervals not exceeding 6 months.
- b) multi-purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained ready for immediate use together with fire blanket
- c) thermostatic temperature control or cut-out devices are fitted
- d) oil sumps are emptied weekly
- e) the extractor fan and frying range be serviced annually and a service report be available for inspection by the Insurers
- f) a non-combustible receptacle be used to store waste and batter scraps and removed from the premises at the end of each frying session
- g) for an oil or gas fired range, a flame cut-off must be fitted to the hood and ducting must not have been installed within 150mm of any combustible material

#### **Clause 56- Printers Warranty**

Underwriters shall have no liability under this insurance to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any Injury, death, disease, illness or nervous shock, loss, destruction or damage arising from:

- a) the slow sporadic rotation or intermittent movement of a machine intended to place it more advantageously for cleaning or repair whilst guards are removed
- b) the use of Toluene Di-isocyanate (TN) or other volatile Isocyanates.

#### **Clause 57- Mobile Telephone Equipment Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section C, directly or indirectly resulting from or in consequence of any Radio-Frequency Radiation or Electromagnetic Radiation from any Product Supplied.

#### **Clause 58- Boating Lake Warranty**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B or C in consequence of the hiring of motorised boats or any water craft exceeding 5 metres in length in connection with the hiring out of nonmechanically propelled boats this certificate shall only provide an indemnity, if:

- a) life saving equipment and means of summoning emergency assistance are available at all times
- b) all boats are inspected every morning and any boats which are or become defective are removed from use until such defects are remedied
- c) life jackets are available for use by hirers of sailing boats at no extra charge and all hirers are required to wear such jackets
- d) a motorised rescue boat in good working order will be available at all times and in this connection coverage extends to indemnify the Insured in respect of use of such rescue or safety boat provided that such boat is only used by the Insured or their employees.



**Clause 59- Swimming Pool and Exercise Area Warranty**

In the event there is a swimming pool, poolside area and/or exercise room at the insured premises, then it is condition precedent to Underwriters liability that:

- access to these facilities is offered to residents only
- all equipment is maintained and serviced in accordance with the manufacturers instruction
- appropriate safety signs are provided where necessary that give instructions on the safe use of the pool and/ or equipment
- all equipment is structurally safe being operated and maintained in a safe manner, compliant with the relevant sections of the Health and Safety at Work etc. Act 1974
- users are made fully aware of the pool rules and the need to be responsible for their own safety
- in the absence of a lifeguard, a member of staff is designated as "on call" to respond immediately to any alarm and deal with any emergency. It is essential that such staff are trained in pool rescue, first aid and cardiopulmonary resuscitation (CPR) techniques
- a written safety procedure is displayed at the entrance, changing rooms and poolside. The notice should include (but not be limited to) the following information:-
  - The times when the pool is open
  - A clear warning if the pool does not have a lifeguard
  - Children ( under 15 years of age) do not use the pool without adult supervision
  - Non swimmers should not bathe alone
  - Locations and use of the rescue equipment
  - Location and use of the emergency telephone/alarm and instructions to its use in an emergency.

**Clause 60- Safety Harness Warranty**

It is warranted by the Insured that all persons employed shall be issued with and shall wear fall-arrest equipment consisting of a full body harness, shock absorbing lanyard and connecting hook which conforms to CEN standards when working at heights exceeding 5 metres above the ground.

This warranty shall not apply when the work area, including any access platform or scaffolding, has edge protection consisting of:

- a) a main guard rail of at least 910mm above the edge;
- b) a toe board of at least 150mm high;
- c) an intermediate guard rail or other barrier so that there is no gap of more than 470mm

**Endorsement 61 - Bona Fide Sub-Contractors Warranty (Amended)**

It is warranted by the Insured that all subcontractors that they engage place Insurance with a recognised "A" rated Standard & Poors / A M Best Insurer and maintain employers' liability and public liability policies that provide:

- Employers liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this policy
- An indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide subcontractor, or the waiver of any rights of recourse against any bona fide subcontractor.

**Endorsement 62 - Product Source Condition**

It is a condition precedent to liability under this Policy that all Products are sourced from within the European Union, Australia, United States of America or Canada only or have an EU Safety accreditation.



## **Endorsement 63 - Abseiling and Cradlework Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work involving the use of abseiling equipment or cradles by the Insured.

## **Endorsement 64 - Legionnaires Exclusion**

Underwriters shall have no liability under Section C Sub-Sections B and C of this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from the spread or contraction of legionnaire's disease.

## **Endorsement 65 - Second Hand and Reconditioned Product Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section C, directly or indirectly resulting from the sale or supply of second hand or reconditioned Products.

## **Endorsement 66 - Work Above Ground Level Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections A or B directly or indirectly resulting from or in consequence of work undertaken from above the surrounding floor or ground level by any person employed.

## **Endorsement 67 - Aerial and Underwater Filming Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work involving aerial or underwater filming or photography.

## **Endorsement 68 - Removal and Movement of Vehicle Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work involving the removal or movement of third party vehicles by the Insured.

## **Endorsement 69 - Firework and Bonfire Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of fireworks or bonfires.

## **Endorsement 70 - Underground Cabling Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of any work involving the laying of underground cables.

## **Endorsement 71 - Work in a Confined Space Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any work undertaken in a confined space, as defined by the Confined Space Regulations 1997.

## **Endorsement 72 - Heat Work Away Other than Soldering Iron Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the Insured, and other than with the use of soldering irons.

## **Endorsement 73 - Aerial Erection above 5 metres Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections A or B directly or indirectly resulting from or in consequence of work undertaken by any person employed when installing or erecting aerials or satellite receiving equipment at a height above 5 metres from the surrounding floor or ground level.

## **Endorsement 74 - Spectator Stand Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for

any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of the sale, supply, hire and/ or erection of spectator stands.

#### **Endorsement 75 - Venue Hire Condition**

It is a condition precedent to liability under this policy that any venue hired by the insured maintains Public Liability insurance with a minimum limit of indemnity of £1,000,000.

#### **Endorsement 76 - Filleting Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising from the manual filleting of fish.

#### **Endorsement 77 - Fishing Lake Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of:

- fishing from boats
- fishing by individuals who are under the age of 15, unless accompanied by an adult.

#### **Endorsement 78 - Sun Bed and Solarium Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B or C, directly or indirectly resulting from or in consequence of the use, sale or supply of sun beds or solariums.

#### **Endorsement 79 - Permit to Work Condition**

It is a condition precedent to the liability of underwriters that that prior to the commencement of work the Insured shall obtain their principals written instructions for the work to be carried out and that following completion the principals written confirmation of acceptance is obtained.

#### **Endorsement 80 - Tyre Fitting Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the fitting of tyres.

#### **Endorsement 81 - Use of Firearms Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from

or in consequence of the use of firearms.

#### **Endorsement 82 - Products: Animal Feed Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section C, directly or indirectly resulting from the sale or supply of animal feed.

#### **Endorsement 83 - Dangerous Dogs Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B or C, directly or indirectly resulting from the use, sale, supply or care of dogs defined as dangerous by the Dangerous Dogs Act 1991 or subsequent legislation.

#### **Endorsement 84 - Pollution Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B and C, directly or indirectly resulting from Pollution.

#### **Endorsement 85 - Product Manufacture/ Alteration/ Blending/ Packaging/ Labelling Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections B and C, directly or indirectly resulting from the manufacture, alteration, blending, packaging or labelling of any Product.

#### **Endorsement 86 - Motorway Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with any work alongside motorways.

#### **Endorsement 87 - Roadside Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with any work alongside any road.

#### **Endorsement 88 - Nightclub Security Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with nightclub security work.

## **Endorsement 89 - Deliberate/ Belligerent Acts Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly out of or in connection with any act of assault, battery, wounding or false imprisonment. Furthermore indemnity will not be provided in respect of any intentional, wilful, malicious or criminal act.

## **Endorsement Clause 90 - Close Protection Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly out of or in connection with any close security protection.

## **Endorsement Clause 91 -Scuba and Sub Aqua Equipment Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the use of scuba or sub aqua equipment.

## **Endorsement Clause 92 - Vending Machine Dispatched Product Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section C, directly or indirectly resulting from goods dispatched by vending machines owned or operated by the Insured.

## **Endorsement 93 - Health and Safety Policy Condition**

It is a condition precedent to the liability of underwriters that the Insured has an up to date Health and Safety Policy in force and that it is communicated to, and acknowledged by, all employees.

## **Endorsement 94 - Spraying Condition**

It is a condition precedent to the liability of Underwriters that whenever the Insured or nominated Employee is undertaking spraying or using the spray booth, the following precautions are complied with on each occasion:-

- There be a fan to each booth which exhausts to the open and is always in operation whilst spraying is in progress and for 15 minutes after the spraying has

ceased.

- Double globes are provided to all electrical lamps.
- All electric switches must be placed outside and well clear of the spraying booths.
- All spraying booths must be cleaned down at least once a week to remove all deposits thereon.
- No heating appliance involving the use of flame (fire or gas) or exposed electric elements are allowed to be used in or near to the spray booth.
- No smoking or naked lights are to be allowed.
- No cellulose or cellulose varnish be stored except a sufficient quantity for one days use only.
- All cellulose paints, thinners and other inflammable liquids be kept in a brick or steel cabinet, securely locked and only sufficient quantity for one days use be removed from such brick or steel cabinet.

## **Endorsement 95 - Second hand, remoulded, re cut tyre Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section C, directly or indirectly resulting from the supply of tyres that are used, part-worn, remoulded, recut, second-hand or have been involved in any process that involves the removal of rubber from the tyre.

## **Endorsement 96 - Public Access Condition**

It is a condition precedent to the liability of Underwriters that any authorised visitor allowed access to the trade premises must be directed to a "safe area" designated for public use away from the area in which vehicles are worked upon.

## **Endorsement 97 Hazardous Work Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with work involving

- a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms an ancillary

- part of a contract for construction alteration or repair
- b) the construction alteration maintenance or repair of bridges viaducts towers, steeples spires pylons chimney shafts blast furnaces mines dams reservoirs ships docks or tunnels or similar structures
  - c) underpinning pile driving quarrying tunnelling or water diversion
  - d) the use of explosives

**Clause 98- 15m Height Limit Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Sections A or B directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 15 metres from the surrounding floor or ground level.

**Clause 99- Play Equipment Exclusion**

Underwriters shall have no liability under this policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section C arising from:

- the use of play equipment owned or operated by the Insured by those over the age of 13.
- use of inflatable play equipment

It is a Condition Precedent to liability under this Policy that all childrens play equipment is maintained to a safe standard and that signs are in place notifying parents/ guardians that the equipment is not supervised by the Insured and that children remain the responsibility of their parent/ guardian.

**Clause 100- 1m Depth Limit Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section A or B, directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 1 metre.

**Clause 101- Removal or weakening of structural support Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B or C directly or indirectly resulting from or in

consequence of the removal or weakening of any structural support.

**Clause 102- Ex Heat other than Blowlamps Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of the heat other than on premises owned, leased or rented by the Insured, and other than with the use of blowlamps.

**Clause 103- Increased excess for Work Above Ground Level (£1000)**

The Excess stated in the Schedule is increased to £1000 in respect of the first amount of each claim arising out of Damage resulting from or in consequence of work undertaken from above the surrounding floor or ground level by any person employed.

**Clause 104-Increased excess for Water Damage (£2500)**

The Excess stated in the Schedule is increased to £2500 in respect of the first amount of each claim arising out of water damage.

**Clause 105- Plant Hire Exclusion (cranes, demolishing, excavation and boring plant)**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B or C, directly or indirectly resulting from or in consequence of the hire of cranes, demolition, excavation or boring plant.

**Clause 106- Security Operative Warranty**

It is warranted by the Insured that all security operatives hold a current Security Industry Licence (SIA).

**Clause 107- Increased Spray Drift Excess (£1500)**

The Excess stated in the Schedule is increased to £1500 in respect of the first amount of each claim arising out of spray drift.

**Clause 108- Roadside Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from work undertaken alongside roads.

**Clause 109- Excluding Tiling of Swimming Pools**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from the tiling of swimming pools.

**Clause 110- Damage to Growing Crops Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of Damage to growing crops.

**Clause 111- Excavation Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of excavation work, including the digging of swimming pools.

**Clause 112- Demolition Exclusion other than using hand held tools**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly resulting from demolition activities, other than where undertaken solely using hand held tools.

**Clause 113- Roofing Exclusion other than by BFSC**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from roofing activities other than when undertaken by sub contractors employed by our Insured who maintain Public Liability Insurance with a limit not less than hereon.

**Clause 114- Cleaning of Machinery Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from the cleaning of machinery by the Insured.

**Clause 115- Loss of Keys/ Loss arising from Failure to Secure Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B or C directly or indirectly resulting from the loss of keys or the failure by our Insured to adequately secure premises.

**Clause 116- Animal handling Condition Precedent and Exclusion**

- It is a condition precedent to liability under this Policy that when animals are handled by members of the public:
- the Insured or experienced employee/volunteer is in attendance at all times
- anti-bacterial dry gels/sprays are to be provided and used prior to and after any member of the public handles or touches any of the animals
- prominent signs must be displayed advising the public that These animals may bite and may carry zoonotic infections if handled
- Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B or C directly or indirectly resulting from:
  - the handling of tarantulas/ferrets/scorpions/poisonous frogs or toads
  - the handling of animals by children under the age of 5
  - the handling of animals requiring registration under the DWA Act(s)1976 & 1984 or the DWA (Northern Ireland) Order 2004

**Clause 117- Hazardous Waste Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from the collection and/ or processing of toxic, notifiable or dangerous waste, and/ or clinical waste, as defined in the Hazardous Waste (England & Wales) Regulations 2005, The Hazardous Waste (Northern Ireland) Regulations 2005 and The Special Waste Amendment (Scotland) Regulations 2004.

**Clause 118- Vehicle Dismantling and Waste Retrieval Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C Sub-Section B or C directly or indirectly resulting from the dismantling of vehicles or retrieval of parts by members of the public.

**Clause 119- Public Access Condition Precedent**

It is a condition precedent to the liability of Underwriters that access to the trade premises by members of the general public, other than third party waste carriers, is prohibited.

**Clause 120- Firework Display Condition Precedent and Chinese Lantern Exclusion**

It is a condition precedent to the liability of Underwriters that the Insured comply with all firework guidance recommendations issued by the Health and Safety Executive\*.

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising from the use or release of Chinese Lanterns.

\*Details can be obtained at on their website @ [www.hse.gov.uk/explosives/fireworks](http://www.hse.gov.uk/explosives/fireworks)

**Clause 121- Clause Rip and Tear Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from

- i. digging out, removing, or replacing any cement or concrete supplied by the Insured
- ii. any claim for rebuilding costs including any loss or expense consequent upon rebuilding

which is due to the failure of cement or concrete to fulfil the purpose for which it was applied.

**Clause 122- Courier vehicles in excess of 7.5 tonne Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from the ownership possession or use, by or on behalf of the Insured or any persons or party entitled to indemnity of any motor vehicle having a maximum authorised mass exceeding 7.5 Tonnes.

**Clause 123 Hauliers' Spillage & Contamination Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from

- a) the leakage or spillage of any load whilst being delivered into or discharged from the load carrying vehicle operated by the

Insured

- b) the contamination of and/or wrongful delivery to any third party property excluding property in the custody or control of the Insured or Employee

**Clause 124- Car Boot Sale Operator's Condition Precedent**

It is a condition precedent to the liability of Underwriters that all car-boot stall and pitch holders maintain Public Liability coverage with an indemnity limit of not less than the limits provided by this Policy

**Clause 125- Parent/ Guardian in attendance Condition Precedent**

It is a condition precedent to the liability of Underwriters that children are attended by either a parent or a guardian when using the Insureds premises.

**Clause 126- Increased excess for Work Below Ground Level (£1500)**

The Excess stated in the Schedule is increased to £1500 in respect of the first amount of each and every claim arising out of Damage resulting from or in consequence of work undertaken below floor or ground level by any person employed.

**Clause 127- Community Centre Condition Precedent**

It is a condition precedent to the liability of Underwriters that all hirers of the Insured's premise maintain Public Liability coverage with an indemnity limit of not less than the limits provided by this Policy

**Clause 128 – Children's Playground condition**

It is hereby noted and agreed that in the event there is a Children play area at the insured premises, then it is condition precedent to Underwriter's liability that:

- all equipment is maintained and serviced in accordance with the manufacturers instruction
- appropriate safety signs are provided where necessary that give instructions on the safe use of the equipment.
- all equipment is structurally safe being operated and maintained in a safe manner, compliant with the relevant sections of the

- Health and Safety at Work etc. Act 1974
- all equipment is supervised by a responsible Adult at all times whilst in use.
- Children (under 12 years of age) do not use the equipment without adult supervision

#### **Clause 129- Carriage of Hazardous Goods Condition**

It is a condition precedent to the liability of Underwriters

- 1) That all drivers involved in the carriage of hazardous goods-are ADR Licensed
- 2) That the Insured have an appointed Dangerous Goods Safety Advisor (DGSA) either internally or externally.

#### **Clause 130-Haulage Exclusion (Amended)**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:

- 1) The leakage or spillage of any load whilst being delivered into or discharged from any vehicle operated by the Insured
- 2) Injury or damage caused by the wrongful delivery or the contamination in transit of any load
- 3) Injury or damage caused by the haulage of Radioactive Materials or Explosives

#### **Clause 131- Woodworking Machinery Exhaust Ventilation Condition**

It is a condition precedent to the liability of Underwriters that all woodworking machines are fitted with local exhaust ventilation systems that collect dust outside of the premises.





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