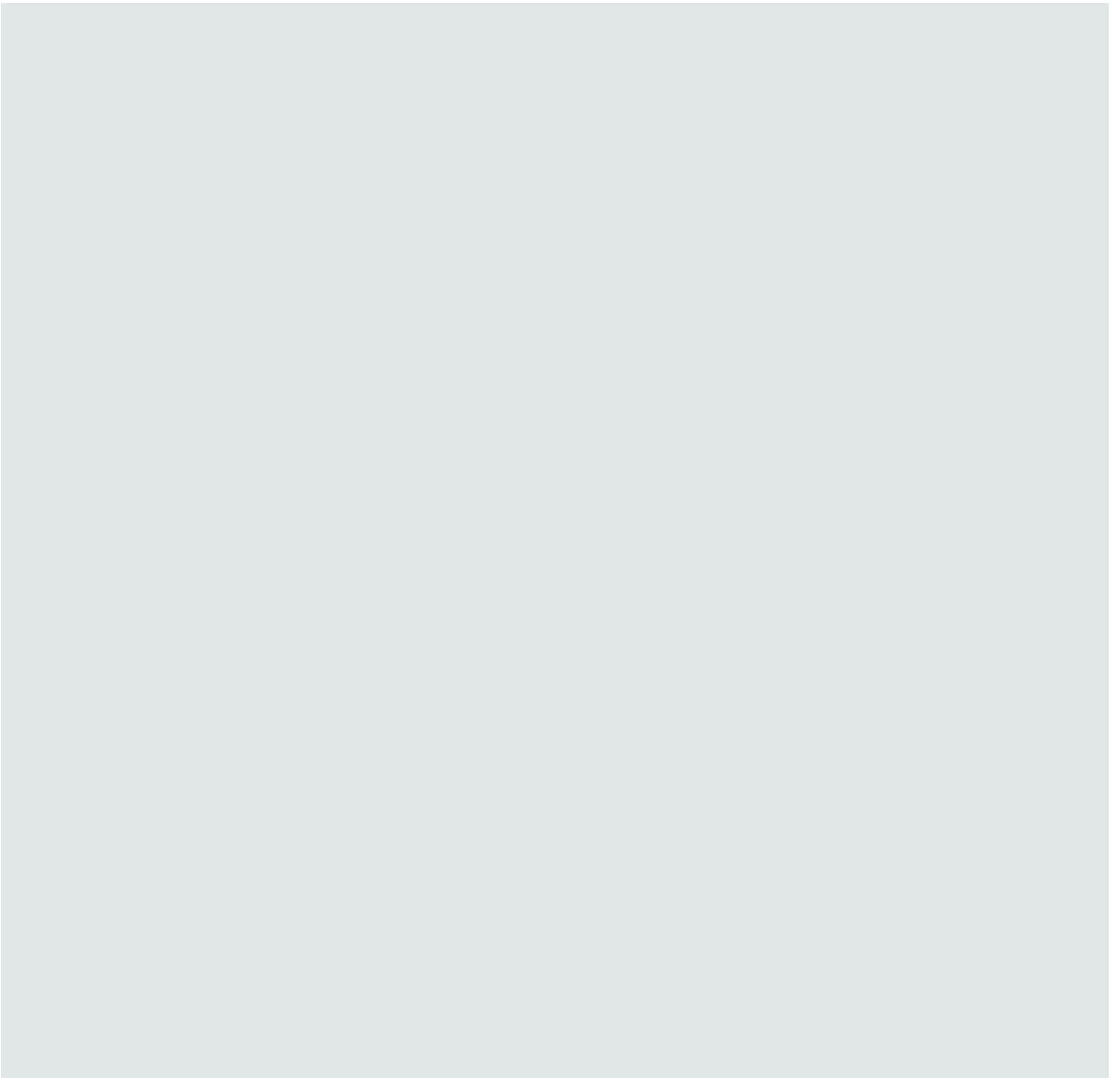


# Combined 'All Risks'

## Policy document



# Contents

---

<b>A warm welcome to Zurich</b>	3	<b>Section E Specified Items ‘All Risks’</b>	
<b>Your Combined ‘All Risks’ policy</b>	3	Exclusions	20
<b>Helpline numbers</b>	5	Condition applicable to Section E	20
<b>Section A Material Damage ‘All Risks’</b>		Clauses applicable to Section E	20
Definitions	5	Definitions	20
Clauses applicable to Section A	6	<b>Section F Employers’ Liability</b>	
Supplementary conditions applicable to Section A	9	Extensions applicable to Section F	21
		Exclusions applicable to Section F	23
<b>Section B1 Business Interruption ‘All Risks’</b>		Provision applicable to Section F	23
Definitions	12	Conditions applicable to Section F	23
<b>Section B2 Book Debts</b>		<b>Section G Public and Products Liability</b>	
Specification	13	Sub-section 1 Public Liability	24
Definitions	13	Exclusions applicable to Sub-section 1	24
Clauses applicable to Section B2	13	Sub-section 2 Products Liability	24
		Exclusions applicable to Sub-section 2	25
<b>Exclusions applicable to Sections A, B1 and B2</b>	14	Exclusions applicable to Section G	25
		Extensions applicable to Section G	25
<b>Section C ‘Money’</b>		Definitions applicable to Section G	29
Definitions	16	Clauses applicable to Section G	30
Exclusions	17	Condition applicable to Section G	30
Extension	17	<b>General conditions</b>	31
Table of Benefits	17	<b>General exclusions</b>	34
Definitions applicable to the Personal Accident (Malicious Attack) Extension	17	<b>Our complaints procedure</b>	37
<b>Section D Goods In Transit</b>			
Definitions	18		
Security provisions applicable solely in respect of vehicles operated by the Insured	18		
Exclusions	19		
Special conditions	19		

# A warm welcome to Zurich

---

Thank you for taking out your Combined 'All Risks' insurance policy with us and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have your future in mind and look forward to working closely with you.

[www.zurich.co.uk](http://www.zurich.co.uk)

## Your Combined 'All Risks' policy

This Policy is a contract between the Insured as stated in the schedule (also referred to as you, your, yours or yourselves) and Zurich Insurance plc (also referred to as the Insurer, we, us, our or ours).

This Policy and any Schedule, Endorsement and Certificate should be read as if they are one document.

We will insure you under those Sections stated in the Schedule during any Period of Insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of liability stated in this Policy, the Schedule or any endorsement to this Policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

### **Law applicable to this contract**

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this Policy and any Schedule, Endorsement and Certificate carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

### How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this Policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

### Policy administration

In order to administer your insurance Policy and any claims made against this Policy we may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information including where we propose a change of underwriter we make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this Policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

### Claims history

When you tell us about an incident or claim we may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the Policy or claim.

This helps to check information provided and prevent fraudulent claims.

### Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- a) share information about you with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about them. We may make a small charge for this. Individuals also have the right to ask us to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

## Helpline numbers

### **Zurich's Risk Management Advice Line Call 0800 302 9052 when you require risk management advice**

To help you proactively identify and manage issues before they occur, our risk management helpline operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Ltd and Santia Consulting Ltd under contract to Zurich Insurance plc.

Zurich Insurance plc, Zurich Management Services Ltd and Santia Consulting Ltd will not accept responsibility if this helpline is unavailable for reasons Zurich Insurance plc, Zurich Management Services Ltd and Santia Consulting Ltd cannot control.

## Section A Material Damage 'All Risks'

In the event of the Property Insured described in the Schedule being accidentally lost destroyed or damaged during the Period of Insurance the Insurer will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurer's option reinstate or replace such property or any part of it provided that the liability of the Insurer under this Section shall not exceed:

- a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of the loss destruction or damage
- b) the sum insured (or limit) remaining after deduction for any other loss destruction or damage occurring during the same Period of Insurance, unless the Insurer shall have agreed to reinstate any such sum insured (or limit).

### Definitions

#### 1 Property Insured

##### a) Buildings

Buildings described in the Schedule and including:

- i) landlords' fixtures and fittings
- ii) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- iii) walls, gates and fences
- iv) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's responsibility
- v) yards, car-parks, roads, pavements, forecourts, all constructed of solid materials.

##### b) Contents

Contents therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible including:

- i) tenants' improvements, alterations and decorations
- ii) so far as they are not otherwise insured, employees', directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding £500 in respect of any one person
- iii) Contents of outbuildings
- iv) Contents in the open yards

but excluding:

- i) landlords' fixtures and fittings
- ii) stock and materials in trade
- iii) money and stamps (including National Insurance stamps) in excess of £500
- iv) documents, manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- v) computer systems records except for an amount not exceeding £10,000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- vi) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records
- vii) vehicles licensed for road use including accessories thereon.

**c) Stock**

Stock and Materials in Trade therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible.

**d) Miscellaneous**

As described under the heading 'Description' in the Schedule.

**2 Damage**

'DAMAGE' in capital letters shall mean accidental loss or destruction of or damage to the Property Insured.

**3 Defined Peril**

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling therefrom or animal.

**Clauses applicable to Section A**

**1 Architects', Surveyors', Legal and Consulting Engineers' Fees**

- a) The insurance by each item on Buildings and Contents includes an amount in respect of Architects' Surveyors' Legal and Consulting Engineers' Fees.
- b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its DAMAGE but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its sum insured.

**2 Automatic Reinstatement of Loss**

In the absence of written notice by the Insurer or the Insured to the contrary the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided that:

- a) the aggregate of the amounts so reinstated for losses by Theft during any one Period of Insurance shall not exceed the amount of the sum insured
- b) the Insured shall take immediate steps to effect such additions to or variations in the protections of the Property Insured as the Insurer may require.

**3 Capital Additions**

The insurance by this Section shall subject to its terms and conditions include:

- a) any newly acquired Buildings and Contents in the United Kingdom in so far as the same are not otherwise insured; and
- b) alterations, additions and improvements to Buildings and Contents

but not in respect of any appreciation in value during the current Period of Insurance at any of the premises hereby insured provided that:

- i) at any one situation this cover shall not exceed 10% of the total sum insured on such property or £500,000 whichever is the lesser
- ii) the Insured undertakes to give particulars of such extensions of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurer's liability
- iii) the provisions of this clause shall be fully maintained notwithstanding any specific insurance effected under ii) above.

**4 Contract Price**

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which, following DAMAGE insured hereby, is cancelled by reason of its conditions wholly or to the extent of the DAMAGE, the liability of the Insurer shall be based on the contract price.

**5 Contracting Purchasers**

If at the time of DAMAGE the Insured shall have contracted to sell his interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by him or on his behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

## 6 Customers' Goods

The Insured having intimated to their customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the said customers may be legally responsible whether manufactured by the Insured or not, upon which work is to be, is being done or has been done on behalf of customers by the Insured or which may be left in the Insured's custody it is hereby declared and agreed that all such goods shall be held to be insured by the item(s) on the Schedule relating to Stock except in so far as they may be more specifically insured elsewhere.

## 7 Designation

For the purpose of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in the Insured's books.

## 8 Excess

This Section does not cover the Amounts of the Excess stated in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) as follows.

As stated in the schedule

In respect of:

- a) DAMAGE by:
  - i) Malicious Persons – malicious persons not acting on behalf of or in connection with any political organisation
  - ii) Storm and Flood
  - iii) Escape of water – bursting overflowing or leakage of water tanks apparatus or pipes
  - iv) Impact – impact by any mechanically propelled vehicle or by goods falling therefrom or animal belonging to or under the control of the Insured or any occupier of the premises or their respective employees in the course of their employment
  - v) Theft – theft or attempted theft or robbery or attempted robbery
  - vi) Subsidence – subsidence, ground heave or landslip at each separate premises
- b) Glass – accidental breakage of glass as insured by the Glass Extension
- c) All Other Damage – all other DAMAGE but excluding fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, earthquake or impact by any mechanically propelled vehicle not belonging to or under the control of the Insured or any occupier of the premises or their respective employees in the course of their employment.

## 9 Fire Extinguishment Expenses

The Insurer will pay the reasonable costs incurred by the Insured in:

- a) refilling fire extinguishing appliances
  - b) recharging gas flooding systems
  - c) replacing used sprinkler heads
  - d) refilling sprinkler tanks where water costs are metered
  - e) resetting fire and intruder alarms
- all in consequence of DAMAGE insured hereby.

## 10 Index Linking

Where so indicated in the Schedule to this Section the sum insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the sum insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.

## 11 Landscaped Gardens

This Section includes costs and expenses incurred with the consent of the Insurer in making good destruction of or damage to landscaped gardens or grounds at the Premises caused by DAMAGE as insured hereby, but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided that:

- i) the Insurer shall not be liable for the first £1,000 in respect of each and every loss arising from DAMAGE caused by Storm, Flood or Malicious Persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation or All Other Damage
- ii) the Insurer's liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by the relevant item, whichever is the lesser.

## 12 Metered Water

The Insurer will pay the cost for which the Insured is responsible in respect of loss of metered water provided that:

- a) the amount payable in respect of any one Premises is limited to such excess water charges demanded by the water authority and resulting from the accidental escape of water from pipes, apparatus or tanks in consequence of DAMAGE insured hereby
- b) the Insurer's liability under this clause any one occurrence shall not exceed £10,000 or 10% of the sum insured by this Section, whichever is the lesser.

## 13 Mortgagees and Lessors

Any increase in the risk of DAMAGE resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the Insurer is notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

## 14 Non-Invalidation

The insurance hereby shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware thereof shall give notice to the Insurer and pay an additional premium if required.

## 15 Other Interests

Various parties may have a legal interest in part of the property insured by this Policy and the Insured undertakes to declare the names, nature and extent of any interest of any such parties at the time of the DAMAGE.

## 16 Removal of Debris

The insurance by all items of this Section except those applying wholly or in part to Stock if insured, includes costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping
- d) boarding up

of the portion or portions of the property insured by the said items destroyed or damaged by any cause not herein excluded.

The liability of the Insurer under this clause and the Section in respect of any item shall in no case exceed the sum insured thereby.

The Insurer will not pay for any costs or expenses:

- 1 incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site
- 2 arising from pollution or contamination of property not insured by this Section.

## 17 Rent

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its loss, destruction or damage by a cause not otherwise excluded and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

## 18 Stock Debris Removal Costs

Any insurance on 'Stock Debris Removal Costs' applies only in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion or portions of the Stock destroyed or damaged by any cause not herein excluded.

The Insurer will not pay for any costs or expenses:

- 1 incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site
- 2 arising from pollution or contamination of property not insured by this Section.

## 19 Subrogation Waiver

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

- a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE
- b) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE
- c) any tenant or lessee in respect of DAMAGE to that part of the Premises in the demise of that tenant or lessee or to those parts of the Premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such DAMAGE arises out of a criminal or malicious act of the tenant or lessee.

## 20 Temporary Removal

The property insured by this Section (other than Stock) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain Northern Ireland the Channel Islands and the Isle of Man provided that:

- a) the liability of the Insurer under this clause in respect of each item of the Section for any DAMAGE occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the sum insured by the item
- b) this clause does not apply to property in so far as it is otherwise insured.

## 21 Temporary Removal – Documents and Computer System Records

This Section includes the following whilst temporarily removed to premises not in the Insured's occupation but whilst remaining within Great Britain, Northern Ireland the Channel Islands and the Isle of Man:

- i) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to 10% of the total value of such property
- ii) computer system records up to 10% of the limit of liability shown in the definition of Contents.

## 22 Trace and Access

In the event of DAMAGE resulting from Escape of Water or Fuel Oil if insured hereby, this insurance includes the costs necessarily and reasonably incurred with the consent of the Insurer in:

- a) locating the source of such DAMAGE
- b) the subsequent making good of damage caused as a consequence thereof

provided that the Insurer's liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by this Section, whichever is the lesser.

## 23 Unauthorised use of Electricity Gas or Water

This Section includes the cost of metered electricity, gas, or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the Premises without the Insured's authority.

Provided that:

- i) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
- ii) the Insurer's limit of liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by the relevant item, whichever is the lesser.

## 24 Workmen

Workmen are allowed to work in the Buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

## 25 Theft of Keys

Where DAMAGE by theft is not excluded in its entirety the Insurer will pay to the Insured the reasonable expenses not exceeding £500 incurred for the necessary replacement of locks following the loss of keys to the premises or any safe or strongroom therein caused by theft from the Premises or from the private residence of the Insured or an authorised employee.

## 26 Damage by Theft to the Buildings of the Premises

The insurance under this Section includes damage to the Buildings of the Premises (Including damage to glass which is accepted by a police authority as prima facie evidence of attempted theft) falling to be borne by the Insured which directly results from theft or attempted theft (as otherwise insured hereby).

Provided that if the Buildings of the Premises are not insured by this Section the liability of the Insurer under this clause during any one Period of Insurance shall not exceed the sum of £25,000 or the total sum insured if less.

## Supplementary Conditions applicable to Section A

### 1 Condition of Average (Underinsurance)

The sum insured by each item of this Section (other than those applying solely to fees, rent, removal of debris or private dwelling houses) is declared to be separately subject to Average.

Whenever a sum insured is declared to be subject to Average, if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured, the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

For the avoidance of doubt solely in respect of the application of Average to any item under this Policy clause c) iii) of General Condition 1 – Fair Presentation of the Risk will not apply.

### 2 Fire Break Doors and Shutters

The Insured undertakes to maintain all firebreak doors and shutters within his custody or control in efficient working order and to keep them free from obstruction at all times.

### 3 Fire Extinguishing Appliances

The Insured undertakes to have fire extinguishing appliances serviced and maintained under an annual service contract with approved suppliers or as agreed with the Insurer.

Subject to the observance of the above undertaking this Policy shall not be invalidated as a result of any defect in any of the said appliances unknown to or beyond the control of the Insured.

#### 4 Security Requirements

- a) Any additional protection required by the Insurer shall be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured shall be kept in good order and put into full and effective operation whenever the Premises are closed for business to customers or callers or are unattended.
- b) All keys including duplicate keys relative to the security of the Premises or to any safe or strongroom containing Property Insured shall be removed from the Premises whenever they are closed for business or left unattended.

#### 5 Unoccupied Buildings

The Insured will notify the Insurer when any Buildings become unoccupied or when an unoccupied Building or portion thereof becomes occupied and will pay a suitable additional premium if required.

The following Supplementary Conditions 6 to 9 (inclusive) are only applicable to Section A if indicated in the Schedule to be operative.

#### 6 European Community and Public Authorities (Including Undamaged Property)

Subject to the following Special Conditions the insurance in respect of Buildings and Contents extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

- a) European Community legislation, or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority

(hereinafter referred to as 'the Stipulations') in respect of

- i) the lost, destroyed or damaged property hereby insured

- ii) undamaged portions thereof

excluding:

- a) the cost incurred in complying with the Stipulations:
  - i) in respect of DAMAGE occurring prior to the inception of this Supplementary Condition
  - ii) in respect of DAMAGE not insured by the Policy
  - iii) under which notice has been served upon the Insured prior to the happening of the DAMAGE
  - iv) for which there is an existing requirement which has to be implemented within a given period
  - v) in respect of property entirely undamaged

- b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

#### Special Conditions

- i) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the DAMAGE or within such further time as the Insurer may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurer under this Supplementary Condition not being thereby increased.
- ii) If the liability of the Insurer under (any item of) the Policy apart from this Supplementary Condition shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurer under this Supplementary Condition (in respect of any such item) shall be reduced in like proportion.
- iii) The total amount recoverable under any item of the Policy in respect of this Supplementary Condition shall not exceed:
  - a) in respect of the lost destroyed or damaged property – its sum insured
  - b) in respect of undamaged portions of property (other than foundations) – 15% of the total amount for which the Insurer would have been liable had the property insured by the item at the Premises where the DAMAGE has occurred been wholly destroyed.
- iv) The total amount recoverable under any item of the Policy shall not exceed its sum insured.
- v) All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

#### 7 Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Insurer is not increased may be carried out:
  - i) in any manner suitable to the requirements of the Insured
  - ii) upon another site
- b) the repair or restoration of property damaged

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

### Special Conditions

- 1 The liability of the Insurer for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 No payment beyond the amount which would have been payable in the absence of this Supplementary Condition shall be made:
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have been actually incurred
  - c) if the Property Insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- 3 All the terms and conditions of the Policy shall apply:
  - a) in respect of any claim payable under the provisions of this Supplementary Condition except in so far as they are varied hereby
  - b) where claims are payable as if this Supplementary condition had not been incorporated.
- 4 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Supplementary condition exceeds its sum insured at the commencement of any DAMAGE, the liability of the Insurer shall not exceed that proportion of the amount of the DAMAGE which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

**Special condition 4 is not applicable to Buildings and Contents indicated in the Schedule as 'Index Linked'.**

## 8 Intruder Alarm

It is a condition precedent to all liability of the Insurer that:

- a) any Intruder Alarm System required by the Insurer at any Premises so indicated in the Schedule shall be:
  - i) installed in accordance with the specification or system record approved by the Insurer and no alteration or variation of the System or any structural alteration to the Premises which would affect the System shall be made without the written consent of the Insurer
  - ii) inspected and maintained in accordance with the Code of Practice under Section 4.2 of BS4737:1986 under contract by an installer included in the official list of Recognised Firms of the National Approval Council for Security Systems (NACOSS) or otherwise approved by the Insurer
  - iii) put into full and effective operation whenever the alarmed portion of the Premises is closed for business or left unattended
- b) all keys of the Intruder Alarm System shall be removed from the Premises whenever they are closed for business or left unattended except that where part of the Premises is occupied residentially by the Insured or an employee of the Insured the said keys shall be removed from the business portion of the Premises.

### Notes

- 1 The Intruder Alarm shall not be regarded as effective and immediate advice shall be given to the Insurer if:
  - a) the specification or system record provides for connection to a telephone line direct line or central station warning system and to the Insured's knowledge such line or system is not in full and effective working order or the Insured has had notice of withdrawal of the police or telephone or central station service and such service has actually been withdrawn
  - b) notice has been received from a Local Authority or Magistrate that imposes any requirement for abatement of a nuisance under the terms of the Environmental Protection Act 1990 or any subsequent or other legislation.
- 2 This Condition has continuing effect and its terms should be kept in mind. If circumstances should arise which render the Insured unable to comply with any part the Insurer should be contacted at once to see if help can be given to obtain reinstatement of cover.
- 3 Breach of this Condition shall only affect claims in respect of theft or attempted theft of property whilst contained in the Premises at which the breach of Condition has occurred.

## 9 Stock Declaration

The premium in respect of Stock is provisional and subject to adjustment as provided below:

- a) the Insured shall declare the value of the Stock within 30 days of either
  - i) the last day of each calendar month (Monthly), or
  - ii) the last day of the third, sixth, ninth and twelfth calendar month following inception or renewal of the Section (Quarterly)

as indicated in the Schedule and if a declaration be not given the Insured shall be deemed to have declared the sum insured to be the value

- b) on the expiry of each Period of Insurance, the actual premium shall be calculated at the rate applicable on the total of the amounts declared divided by the number of declarations. If the actual premium be greater than the provisional premium, the Insured shall pay the difference; if it be less the difference shall be paid to the Insured, but such repayment shall not exceed one third of the first or annual premium respectively.

## Glass Extension – only applicable to the Premises as indicated in the Schedule

In the event of accidental breakage of fixed glass for which the Insured is responsible the Insurer will indemnify the Insured in respect of the cost of:

- a) replacement of such glass with glass of a similar quality or as otherwise recommended by the British Standard Code of Practice BS6262
- b) temporary boarding up necessarily incurred through breakage of the glass
- c) damage to frames and framework of any description and the cost of removing or replacing any Stock or Contents which may have to be removed to replace the glass up to a limit of £500.

This Extension does not cover:

- 1 the cost of silvering, embossing, lettering, bending or ornamenting glass in excess of £500 any one loss
- 2 breakage of cracked or scratched glass
- 3 breakage, damage or loss resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied
- 4 breakage damage or loss caused by fire, lightning, explosion or earthquake
- 5 in respect of each and every loss the amount stated in the Schedule to be the Excess.

## Section B1 Business Interruption 'All Risks'

In the event of any building or other property used by the Insured at the Premises for the purpose of the Business being accidentally lost, destroyed or damaged during the Period of Insurance and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Insurer will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference provided that:

- a) at the time of the happening of the loss, destruction or damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such loss, destruction or damage and that:
  - i) payment shall have been made or liability admitted therefor, or
  - ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) the liability of the Insurer under this Section shall not exceed:
  - i) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of the loss destruction or damage
  - ii) the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon loss destruction or damage occurring during the same Period of Insurance, unless the Insurer shall have agreed to reinstate any such sum insured (or limit).

## Definitions

### 1 Consequential Loss

'CONSEQUENTIAL LOSS', in capital letters, shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of accidental loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

### 2 Defined Peril

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling therefrom or animal.

All in accordance with the Specification attached to the Policy.

## Section B2 Book Debts

In the event of loss or destruction of or damage to the Insured's books of accounts or other business books or records at the Premises during the Period of Insurance by any cause not excluded herein (loss destruction or damage so caused being hereinafter termed DAMAGE) and the Insured be in consequence thereof unable to trace or establish the Outstanding Debit Balances in whole or in part due to them then the Insurer will pay to the Insured the amount of loss resulting from such DAMAGE in accordance with the provisions herein contained provided that the liability of the Insurer shall not exceed:

- a) the total sum insured stated in the Schedule at the time of the DAMAGE
- b) the sum insured remaining after deduction for any other DAMAGE during the same Period of Insurance, unless the Insurer shall have agreed to reinstate any such sum insured.

### Specification

#### **On Outstanding Debit Balances** **sum insured as stated in the Schedule**

The insurance hereunder is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the DAMAGE and the amount payable in respect of any one occurrence of DAMAGE shall not exceed:

- a) the difference between:
  - i) Outstanding Debit Balances and
  - ii) the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the previous consent of the Insurer in tracing and establishing customers' debit balances after the DAMAGE  
provided that if the sum insured by this Item be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

### Definitions

#### **1 Customers' Accounts**

As stated in the Schedule.

#### **2 Outstanding Debit Balances**

The total declared in the statement last given under the provisions of Clause 1 adjusted for:

- a) bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the DAMAGE) to customers' accounts in the period between the date to which the said last statement relates and the date of the DAMAGE; and

- c) any abnormal condition of trade which had or could have had a material effect on the Business

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of the DAMAGE.

#### **3 Defined Peril**

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves) earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling therefrom or animal.

#### **Conditions precedent to liability – only applicable if indicated in the Schedule**

- 1 It is a condition precedent to the Insurer's liability that the Insured's books of account and other business books and records in which customers' accounts are shown shall be kept in fire-resisting safes or fire-resisting cabinets when not in use.
- 2 It is a condition precedent to the Insurer's liability that duplicate records be kept in a separate building.

### Clauses applicable to Section B2

#### **1 Declaration**

The Insured shall within 30 days of the end of each month deposit with the Insurer a signed statement showing the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the said month.

#### **2 Automatic Reinstatement of Loss**

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

#### **3 Professional Accountants' Charges**

The Insurer will pay the reasonable charges payable by the Insured to their Professional Accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurer under the terms of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the total sum insured hereby.

# Exclusions applicable to Sections A, B1 and B2

Sections A, B1 and B2 do not cover:

- 1 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:
  - a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
  - b) faulty or defective workmanship, operational error or omission, on the part of the Insured or any of his employees
  - c) the bursting by steam pressure 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 other than:
    - i) in respect of Section A – a boiler used for domestic purposes only
    - ii) in respect of Sections B1 and B2 – any boiler or economiser on the Premises or a boiler used for domestic purposes only

but this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

- 2 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:
  - a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insect
  - b) change in temperature, colour, flavour, texture or finish

DAMAGE or CONSEQUENTIAL LOSS consisting of:

- c) 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
- d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
- e) CONSEQUENTIAL LOSS caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude:

- i) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
- ii) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

- 3 DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly from theft or attempted theft:
  - a) not involving:
    - i) breaking into or out of the buildings of the Premises by forcible and violent means or
    - ii) robbery or attempted robbery committed in the Premises
  - b) to that part of the buildings of the Premises not occupied by the Insured
  - c) to property on or in any garden yard open place or open sided building nor, unless specified in the Schedule, any outbuilding
  - d) by any person lawfully on the Premises
  - e) of the fabric of the Buildings

DAMAGE caused by or arising directly or indirectly from theft or attempted theft:

- f) of money, cheques, stamps (including National Insurance stamps) bonds, credit cards or securities of any description
- g) of jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books

but this shall not exclude:

- i) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss, destruction or damage
- ii) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

- 4 a) in respect of Section A –  
loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by:
  - i) pollution or contamination which itself results from a Defined Peril
  - ii) a Defined Peril which itself results from pollution or contamination
  - iii) sudden, identifiable, unintended and unexpected pollution or contamination which itself results from an occurrence other than a Defined Peril
  - iv) an occurrence other than a Defined Peril which itself results from sudden, identifiable, unintended and unexpected pollution or contamination
- b) in respect of Section B1 and B2  
loss resulting from pollution or contamination but this shall not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by:

- i) pollution or contamination at the Premises which itself results from a Defined Peril
  - ii) a Defined Peril hereby insured against which itself results from pollution or contamination
  - iii) sudden, identifiable, unintended and unexpected pollution or contamination at the Premises which itself results from an occurrence other than a Defined Peril
  - iv) an occurrence other than a Defined Peril which itself results from sudden, identifiable, unintended and unexpected pollution or contamination
- subject to a total limit of liability in respect of a) iii) and iv) and b) iii) and iv) in any one Period of Insurance of £25,000
- 5 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip:
- a) in respect of land insured hereby unless also affecting a building insured hereby
  - b) caused by or consisting of:
    - i) the normal settlement or bedding down of new structures
    - ii) the settlement or movement of made-up ground
    - iii) coastal or river erosion
    - iv) defective design or workmanship or the use of defective materials
  - c) which originated prior to the inception of this cover
  - d) resulting from:
    - i) demolition, construction, structural alteration or repair of any property or
    - ii) groundwork or excavation
 at the same premises
- 6 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of acts of fraud or dishonesty but this shall not exclude such DAMAGE or CONSEQUENTIAL LOSS if resulting from a cause which is not otherwise excluded
- 7 DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly or indirectly from:
- a) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - b) in respect of Sections B1 and B2:
    - i) erasure, loss, distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
    - ii) other erasure, loss, distortion or corruption of information on computer systems or other records programs or software unless resulting from a Defined Peril in so far as it is not otherwise excluded
- 8 a) in respect of Section A:  
destruction of or damage to a Building or structure caused by its own collapse or cracking
- b) in respect of Sections B1 and B2:  
loss resulting from destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking
- unless resulting from a Defined Peril in so far as it is not otherwise excluded
- 9 DAMAGE or CONSEQUENTIAL LOSS in respect of:
- a) movable property in the open, fences and gates caused by wind, rain, hail, sleet snow, flood or dust
  - b) property in transit other than whilst at the Premises
- 10 DAMAGE or CONSEQUENTIAL LOSS:
- a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - b) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 11 DAMAGE or CONSEQUENTIAL LOSS caused by:
- a) freezing
  - b) escape of water from any tank, apparatus or pipe
  - c) (other than by fire or explosion) malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any building which is empty or not in use for more than 30 consecutive days
- 12 DAMAGE in respect of:
- a) money, cheques, stamps, bonds, credit cards or securities of any description
  - b) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- other than such DAMAGE caused by:
- i) a Defined Peril
  - ii) theft or attempted theft involving breaking into or out of the buildings of the Premises by forcible and violent means
  - iii) robbery or attempted robbery committed in the premises
- in so far as it is not otherwise excluded

- 13 a) in respect of Section A – unless specifically mentioned as insured
- b) in respect of Section B1 – unless CONSEQUENTIAL LOSS is caused by a Defined Peril in so far as it is not otherwise excluded:
- i) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, water craft or aircraft
  - ii) piers, jetties, bridges, culverts or excavations
  - iii) livestock, growing crops or trees
- 14 DAMAGE to or CONSEQUENTIAL LOSS in respect of property or structures in course of demolition, construction or erection, alteration, addition or improvement and materials or supplies in connection with all such property in course of construction or erection other than such DAMAGE or in respect of such CONSEQUENTIAL LOSS caused by:
- i) a Defined Peril
  - ii) theft or attempted theft involving breaking into or out of the buildings of the Premises by forcible and violent means
  - iii) robbery or attempted robbery committed in the Premises
- in so far as it is not otherwise excluded
- 15 property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- 16 a) in respect of Section A any loss or destruction of or damage to land
- b) in respect of Section B1 CONSEQUENTIAL LOSS caused by loss or destruction of or damage to land
- other than for an amount of any loss of less than £25,000 in total in respect of land to a depth of up to one metre, the Insured's own or for which they are responsible, within the perimeter of the Premises provided that such loss is not otherwise excluded
- 17 any property more specifically insured by or on behalf of the Insured
- 18 In respect of Section A, consequential loss of any kind or description except loss of rent when such loss is included in the cover under Section A.

## Section C 'Money'

In the event of physical loss or destruction of or damage to:

- a) 'Money'
- b) safes or strongrooms which normally contain 'Money' caused by theft or attempt thereat
- c) any case bag or waistcoat when such is used for the carriage of 'Money'
- d) franking machines the property of the Insured or for which the Insured is responsible caused by theft or attempt thereat

occurring within the limits of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man the Insurer will indemnify the Insured against such loss destruction or damage provided that the liability of the Insurer in respect of any Item Insured shall not exceed the specified limit of liability shown in the Schedule.

Provided always that:

- a) the Insurer's liability in respect of 'Money' in transit by post (insured under Item B.3) shall be limited to £25 per packet while in transit by unregistered post
- b) whenever the office, room or area in which a safe or strongroom containing 'Money' is situated becomes unattended:
  - i) such safe or strongroom is securely locked and
  - ii) all keys to such safe or strongroom are removed from the premises or kept on the person of the Insured or an authorised employee
- c) the Insured shall keep a complete account of 'Money' in transit and on the premises and shall deposit such record in a secure place other than in a safe or strongroom containing the 'Money'.

### Definitions

#### 1 Money

'Money' shall mean cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings Bonds, luncheon vouchers, trading stamps, Phonecards (excluding Phonecards held in stock for resale), credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by the Insured and VAT purchase invoices, all pertaining to the Business and belonging to or the responsibility of the Insured.

#### 2 Business Hours

'Business Hours' shall mean any time when the Insured or the Insured's directors or employees with responsibility for 'Money' are in the Insured's premises for the purpose of the Insured's Business.

## Exclusions

This Section does not cover:

- 1 losses in excess of:
  - a) £100 from any unattended vehicle
  - b) £250 from any amusement or vending machine
- 2 loss destruction or damage caused by or due to:
  - a) the dishonest acts of any person in the employ or service of the Insured not discovered within 14 days of the actual occurrence thereof
  - b) clerical or accounting errors.

## Extension

### Personal Accident (Malicious Attack)

If whilst engaged in the Insured's Business any person (called 'the Assured') shall sustain Bodily Injury arising from malicious attack or assault or attempt thereof by any person stealing or attempting to steal 'Money' insured by this Section then the Insurer will reimburse the Insured in respect of payment to the Assured or his/her legal personal representative as the case may require of the sum or sums set out in the Table of Benefits.

### Table of Benefits

If Bodily Injury shall be the sole and immediate cause of:

1	Death	£10,000
2	Loss of Limb and/or Loss of Eye	£10,000
3	Permanent total inability to attend to any occupation or business	£10,000
4	Temporary total inability to attend to Usual Occupation	The Assured's normal weekly wage or salary not exceeding £100 per week.

Provided always that:

- 1 No Benefit shall be payable until the entire amount thereof has been ascertained and agreed.
- 2 The Insurer shall not be liable under Benefit 4 to pay for a longer period than 104 weeks in respect of any one accident.
- 3 If the Insurer is satisfied that the inability is permanent Benefit 3 shall become payable when Benefit 4 is exhausted. The Insurer shall not otherwise be liable to pay more than one Benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time.
- 4 Benefit shall only be payable provided death or loss occurs or disablement commences within 24 months of the date of injury.

If the Assured as a result of a malicious attack or assault or attempt thereof shall sustain loss or damage to clothing or personal effects the Insurer will indemnify the Insured in respect of payment made to the Assured to the extent of the loss or damage so sustained but not exceeding in respect of any one such Assured the sum of £250.

## Definitions applicable to the Personal Accident (Malicious Attack) Extension

### 1 Bodily Injury

Accidental injury not including sickness disease or any naturally occurring condition or degenerative process or any gradually operating cause.

### 2 Loss of Limb

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg.

### 3 Loss of Eye

Permanent and total loss of sight:

- a) in both eyes if the Assured's name is entered on 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 correction is 3/60 or less on the Snellen Scale. (This means that the Assured would see at 3 feet what should be seen at 60 feet).

### 4 Usual Occupation

The occupation or business of the Assured as shown in the Insured's records at the date of the Bodily Injury.

## Section D Goods In Transit

In the event of:

- a) loss of or damage to:
    - i) Property whilst in or on any road Vehicle operated by the Insured or hauliers or by parcel post or by rail
    - ii) tarpaulin sheets and ropes whilst being carried on any road Vehicle operated by the Insured
    - iii) Personal Effects limited to £250 in total for any one event whilst in any Vehicle operated by the Insured
  - b) expenses reasonably incurred in:
    - i) the transfer of Property to another Vehicle and the delivery to the original destination or return to the place of despatch necessitated by fire, collision or overturning of any road Vehicle operated by the Insured
    - ii) the reloading on to any road Vehicle operated by the Insured of any Property which has fallen from such Vehicle
    - iii) the removal of debris and site clearance consequent upon the destruction of or damage to Property
    - iv) breaking up or dismantling the Property
  - c) sue and labour costs falling to be paid by the Insured
- the Insurer will indemnify the Insured against such loss or damage or expenses or costs occurring whilst in transit within the Territorial Limits.

Provided that:

- i) the Insurer's may at their option indemnify the Insured by payment or by repair reinstatement or replacement
- ii) the liability of the Insurer in respect of any one Item Insured shall not exceed the specified limit of liability.

### Definitions

#### 1 In Transit

'In Transit' shall mean being carried from the time the Property is lifted to the time it is unloaded at its destination including:

- a) loading and unloading
- b) the use of recognised 'roll-on, roll-off' vehicle ferries provided no unloading or re-loading of the Vehicle is involved
- c) whilst temporarily housed on or off the Vehicle in the course of the said carriage but excluding any dismantling, installation, erection or testing.

#### 2 Property

'Property' shall mean goods belonging to the Insured or for which the Insured is responsible all pertaining to the Business.

#### 3 Vehicle

'Vehicle' shall mean a mechanically driven conveyance including trailers whether attached or temporarily detached from the Vehicle during the course of the transit.

#### 4 Personal Effects

'Personal Effects' shall mean personal belongings of the Insured's drivers or attendants excluding money, credit cards, car audio equipment, televisions or jewellery.

#### 5 Working Hours

'Working Hours' shall mean the whole period during which the Vehicle is being worked by its driver.

#### 6 Territorial Limits

'Territorial Limits' shall mean anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including transits there between.

#### 7 Excess

'Excess' shall mean the amount stated in the Schedule that the Insured shall bear in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance).

### Security provisions applicable solely in respect of vehicles operated by the Insured

#### These are only operative if shown in the Schedule

- 1 Whenever a Vehicle operated by the Insured and carrying Property is unattended it shall be protected as follows:
  - a) in Working Hours all doors and windows and other means of access shall be securely fastened and locked
  - b) in Working Hours all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
  - c) at all times out of Working Hours:
    - i) all doors and windows and other means of access shall be securely fastened and locked
    - ii) AND either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park

- d) at all times out of Working Hours:
    - i) all doors and windows and other means of access shall be securely fastened and locked
    - ii) AND either garaged in a securely locked building of substantial construction or placed in a guarded security park
  - e) at all times out of Working Hours all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
  - f) at all times out of Working Hours:
    - i) all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
    - ii) AND either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
  - g) at all times out of Working Hours:
    - i) all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
    - ii) AND either garaged in a securely locked building of substantial construction or placed in a guarded security park
- 2 a) Whenever a Vehicle operated by the Insured is carrying Property it shall be kept under constant guard throughout the whole period of transit by a person duly authorised by the Insured.
- b) Whenever a Vehicle operated by the Insured is carrying Property within the boundary of the M25 it shall be kept under constant guard by a person duly authorised by the Insured.

## Exclusions

This Section does not cover:

- 1 claims in respect of or arising out of:
  - a) depreciation, delay, inadequate documentation, consequential loss
  - b) wear and tear, breakdown of refrigeration, defective packing, mildew, vermin, contamination
  - c) the carriage of explosives or other dangerous goods

- d) the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars and cigarettes, television sets, DVD players and recorders, digital television decoders, audio equipment, computers, computer games consoles and the like, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds or securities unless specifically agreed and endorsed in the Schedule to this Section
  - e) loss from a soft topped, open topped, open sided or curtain sided vehicle or trailer caused by theft or attempted theft (unless the vehicle or trailer is stolen at the same time) or storm
- 2 containers, trailers or demountable vans or the like
  - 3 any consequence of riot, strike or civil commotion occurring outside Great Britain the Channel Islands and the Isle of Man, confiscation, nationalisation requisition destruction or damage by any government or local authority.
  - 4 the amount of the Excess.

## Special Conditions

### 1 Reasonable Care

The Insured shall exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the Property and maintain in good order all Vehicles operated and all locking and other protective devices. Any alarm or immobiliser system shall be serviced and maintained by a qualified person and no alterations to the system shall be made without the approval of the Insurer.

### 2 Condition of Average (Underinsurance)

If the value of the Property contained in any one package or Vehicle and/or trailer and/or container or if the total value at risk at any one location shall at the time of loss or damage thereto exceed the limit of liability stated in the Schedule the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

For the avoidance of doubt solely in respect of the application of Average to any item under this Policy clause c) iii) of General Condition 1 – Fair Presentation of the Risk will not apply.

## Section E Specified Items 'All Risks'

In the event of loss of or damage to the Property Insured occurring within the Territorial Limits specified in the Schedule the Insurer will indemnify the Insured against such loss or damage at their option by payment or by repair, reinstatement or replacement but in no circumstances shall the liability of the Insurer exceed in respect of each Item the sum insured thereon or the intrinsic value thereof whichever is the lesser.

### Exclusions

This Section does not cover:

- 1 DAMAGE arising from wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alteration or repair to which the Property Insured is subjected
- 2 depreciation or electrical or mechanical breakdown
- 3 DAMAGE arising from any act of dishonesty committed or connived at by any person in the employ or service of the Insured
- 4 breakage of china, glass, marble, earthenware or scratching or bruising of furniture, household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried
- 5 loss of or damage to deeds, bonds, coins, money, securities, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts or computer records unless described in the Specification of Property Insured
- 6 loss of any liquid by leakage from the receptacle in which it is contained
- 7 confiscation destruction or detention by Customs or other Authorities
- 8 in respect of petrol and/or oil installations:
  - a) DAMAGE resulting from flood or atmospheric or climatic conditions other than lightning or hail
  - b) loss of use of the installation or loss of petrol, oil or other Contents thereof
- 9 in respect of cycles:
  - a) loss of or damage to lamps, tyres or accessories unless the cycle itself is lost or damaged at the same time
  - b) DAMAGE whilst being used for racing or pacemaking
- 10 DAMAGE contributed to, caused by or arising from riot, strike or civil commotion occurring outside Great Britain, the Channel Islands and the Isle of Man.
- 11 the amount of the Excess.

## Condition applicable to Section E

### 1 Condition of Average (Underinsurance)

If at the time of the happening of any loss or damage the sum insured in respect of the property so lost or damaged shall be less than the intrinsic value of such property the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

For the avoidance of doubt solely in respect of the application of Average to any item under this Policy clause c) iii) of General Condition 1 – Fair Presentation of the Risk will not apply.

## Clauses applicable to Section E

### Index Linking

Where so indicated in the Schedule to this Section the sum insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the sums insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.

## Definitions

### Damage

'DAMAGE' in capital letters shall mean loss or destruction of or damage to the Property Insured.

### Excess

The amount as stated in the Schedule to this Section that the Insured shall bear in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance).

### Property Insured

The property insured as described in the Schedule.

# Section F

## Employers' Liability

If any employee shall sustain any bodily injury or disease caused during any Period of Insurance and arising out of and in the course of his employment by the Insured in the Business the Insurer will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurer.

The Insurer will in addition pay claimants' costs and expenses and be responsible for all costs and expenses incurred with the consent of the Insurer in defending any such claim for damages.

### Extensions applicable to Section F

#### 1 Work Overseas

The insurance by this Section shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

#### 2 Definitions of Employee

Employee shall mean any person under a contract of service or apprenticeship with the Insured which shall be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by the Insured from another employer

working for the Insured in connection with the Business.

#### 3 Indemnity to Directors and Employees

Where specifically requested to do so by the Insured the Insurer will indemnify any director or employee of the Insured in respect of claims made against such director or employee subject to the terms and conditions of the Section.

#### 4 Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

#### 5 Solicitors' Fees

The Insurer will also pay solicitors' fees incurred with their consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

#### 6 Additional Activities

The Business shall include the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured's employees and fire, ambulance and security services.

#### 7 Private Work

This Section applies to private work carried out by employees of the Insured for any director and/or executive of the Insured.

#### 8 Indemnity to First Aid and Medical Teams

This Section extends to indemnify any employee whilst acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other employee resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by the Insured.

#### 9 Health and Safety at Work etc. Act 1974

This Section subject to its terms and conditions extends to indemnify the Insured or any director or employee of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurer's consent to act for or on behalf of the Insured or any director or employee in his defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 in respect of an offence as defined in Section 33 of the said Act
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such director or employee or the Insured arising from such proceedings.

Provided always that:

- a) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) the Insurer will be under no liability:
  - i) where the Insured or any director or employee is insured by any other policy
  - ii) where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured or any director or employee
  - iii) in respect of legal fees and expenses which the Insured or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee
  - iv) in respect of fines or penalties of any kind or the costs of appeal against Improvement or Prohibition notices
  - v) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- c) the Insured or any director or employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured or any director or employee and of any event that may give rise to proceedings against the Insured or any director or employee.

#### 10 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any employee or the personal representatives of any employee in respect of bodily injury or disease of the employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Insurer will pay to the employee or the personal representatives of the employee at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

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

#### 11 Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- |   |      |
|---|------|
| a) any director or partner of the Insured | £250 |
| b) any employee                           | £100 |

#### 12 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

- a) the Insurer's liability under this Extension shall not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the Schedule
- b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurer immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurer shall be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind

- iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
- iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the Policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this Extension.

Provided always that:

- a) the Insurer shall not be liable unless the Insurer has the sole conduct and control of all claims covered by these extensions
- b) these extensions shall not apply to any liability which is covered by any other policy.

## Exclusions applicable to Section F

### 1 Work Offshore

This Section does not indemnify the Insured in respect of any claim for damages for bodily injury or disease caused during any Period of Insurance and sustained by any employee:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- or
- b) in transit to from or between any offshore installation support or accommodation vessel for any offshore installation.

### 2 Motor

This section does not cover liability for which compulsory motor insurance or security is required under road traffic legislation.

## Provision applicable to Section F

### 1 Terrorism Limitation

The limit of liability payable under this Section in respect of any claim against or by the Insured or series of claims against or by the Insured arising directly or indirectly from Terrorism shall be £5,000,000.

For the purposes of this Provision 'Terrorism' means:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

In any action or suit or other proceedings where the Insurers allege that by reason of this provision cover is not provided under this Section, the burden of proving that cover is provided under this Section shall be upon the Insured.

## Conditions applicable to Section F

### 1 Compulsory Insurance

The Insured must repay the Insurer any amounts which the Insurer is required by compulsory insurance legislation to pay out under this Section to the extent that the Insurer would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this Section.

# Section G Public and Products Liability

## Sub-section 1 Public Liability

The Insurer agrees to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

- a) accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy or accidental interference with any right of air, light, water or way
- d) wrongful arrest or false imprisonment

occurring during the currency of this Policy within The Territorial Limits in connection with the Business of the Insured.

The liability of the Insurer under this Section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of indemnity.

## Exclusions applicable to Sub-section 1

The indemnity granted by this Sub-section shall not apply to or include:

- 1 liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant
  - a) which is licensed for road use or
  - b) for which compulsory motor insurance or security is required or
  - c) which is more specifically insured.

Provided always that this exclusion shall not apply in respect of

- a) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required

- c) the unauthorised movement on the Insured's premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

- 2 liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways
- 3 liability arising from Products after they have ceased to be in the custody or control of the Insured other than food or beverages for consumption on the premises of the Insured or at any other premises where the Insured is carrying on the Business.
- 4 loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work.
- 5 loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured but this exclusion shall not apply to:
  - a) the personal effects (including vehicles and their contents) of directors, employees and visitors
  - b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon
  - c) premises (or fixtures and fittings therein) hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.
- 6 the first £250 of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause.

Provided always that the Insured shall indemnify the Insurer in respect of any such amount for which the Insurer has made a payment.

## Sub-section 2 Products Liability

The Insurer agrees to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

- a) accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property

occurring during the currency of this Policy within The Territorial Limits and caused by Products.

The liability of the Insurer under this Section for all compensation payable by the Insured in respect of all such death or such Personal Injury and such loss of or such damage to such material property occurring during any one Period of Insurance shall not exceed the limit of indemnity.

### **Exclusions applicable to Sub-section 2**

The indemnity granted by this Sub-section shall not apply to or include:

- 1 replacing, reinstating, rectifying, recalling or guaranteeing the performance of any Products
- 2 liability arising from any Products:
  - a) which at the time of the contract of sale or supply are knowingly
    - i) sold or supplied for use in craft designed to travel through air or space
    - ii) exported to the United States of America or Canada
  - b) in the custody or control of the Insured.

### **Exclusions applicable to Section G**

The indemnity granted by this Section shall not apply to or include:

- 1 liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
- 2 liability arising out of professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged
- 3 any Associated or Subsidiary Company of the Insured or Branch Office or Representative of the Insured with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 4 aggravated exemplary vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### **Extensions applicable to Section G**

The insurance under this Section includes the following Extensions.

Provided always that:

- a) these Extensions are subject to the terms and conditions of this Policy in so far as they can apply
- b) the total liability of the Insurer to pay compensation shall not exceed the limit of indemnity.

#### **1 Legal Costs**

In addition to the indemnity provided by Sub-sections 1 and 2 of this Section the Insurer will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer.

Provided always that in the event of the Insurer exercising their right under the Discharge of Liability (Clause No 1) to pay to the Insured in connection with any claim or series of claims the amount of the limit of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims then the Insurer's liability for such legal costs is limited to those costs and expenses incurred prior to the times of such payment.

#### **2 Additional Benefit**

The Insurer will pay the costs incurred with their consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

#### **3 Health and Safety at Work etc. Act 1974 – Legal Defence Costs**

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including:

- a) costs of prosecution awarded against the Insured or any director or Employee of the Insured
- b) legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that the Insurer shall not be liable under this Extension for the payment of fines and penalties of any kind or the cost of appeal against improvement or prohibition notices.

#### **4 Food Safety Act – Legal Defence Costs**

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business as within defined
- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) the Insurer shall not be liable under this Extension:
  - i) where the Insured, director or Employee is insured by any other policy of insurance
  - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee
  - iii) in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee
  - iv) in respect of fines or penalties
  - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
- d) the Insured, director or Employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

## 5 Personal Representatives

In the event of the death of the Insured the indemnity provided by this Section shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.

Provided always that such personal representatives shall as though he were the Insured observe, fulfil and be subject to the terms and conditions of this Section.

## 6 Indemnity to Directors and Employees

In the event of any claim in respect of which the Insured named in the Schedule hereto would be entitled to receive indemnity under this Section being brought or made against:

- a) any director or Employee of the Insured
- b) any officer, member or Employee of the Insured's social, sports or welfare organisations or first aid, security, fire or ambulance services

the Insurer will indemnify such person if the Insured so requests against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- a) such person is not entitled to indemnity under any other insurance
- b) such person shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy
- c) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

## 7 Personal Liability

At the request of the Insured this Section shall apply to the personal liability:

- a) of any director or Employee of the Insured or any member of the family of such director or Employee whilst accompanying such director or Employee during temporary visits anywhere in the world in connection with the Business of the Insured
- b) of any member of Sports and Social Clubs operating in connection with the Business of the Insured whilst engaged in club activities.

Provided always that:

- a) this Extension shall not apply to liability more specifically insured under any other insurance
- b) any person indemnified under this Extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Section
- c) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

## 8 Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

## 9 Libel and Slander

The indemnity provided by Sub-section 1 of this Section extends to indemnify the Insured in respect of legal liability to pay compensation and claimants costs and expenses in respect of claims made against the Insured during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by the Insured during the Period of Insurance in the course of the Business.

Provided always that:

- a) the indemnity granted by this Extension shall apply solely to the Insured's in-house and trade publications
- b) the liability of the Insurer under this Extension shall not exceed £250,000 in any one Period of Insurance.

#### **10 Defective Premises Act 1972**

The Insurer will indemnify the Insured against liability at law incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured.

Provided always that the Insurer shall not be liable under this Extension:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

#### **11 Cross Liabilities**

Where this Policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate Policy had been issued to each of them.

#### **12 Contingent Motor Liability (Non-Owned Vehicles)**

The Insurer will indemnify the Insured named in the Schedule and no other for the purpose of this Extension in respect of legal liability for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to property arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.

Provided always that the Insurer shall not be liable under this Extension:

- a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
- b) for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### **13 Data Protection Act**

The Insurer will indemnify the Insured against liability at law incurred by the Insured under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the said Act held by the Insured.

Provided always that the Insurer shall not be liable for:

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

#### **14 Court Attendance Costs**

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- |   |      |
|---|------|
| a) any director or partner of the Insured | £250 |
| b) any Employee                           | £100 |

#### **15 Consumer Protection Act 1987 – Legal Defence Costs**

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business as within defined
- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer shall not be liable under this Extension
  - i) where the Insured, director or Employee is insured by any other policy of insurance
  - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee
  - iii) in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee
  - iv) in respect of fines or penalties

- v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
- vi) unless the Insurer has the sole conduct and control of all claims
- d) The Insured, director or Employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

## 16 Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

- a) the Insurer's liability under this Extension shall not exceed £5,000,000 in any one period of insurance or the Limit of Indemnity stated in the schedule whichever is the lesser. This limit will form part of and not be in addition to the limit of liability stated in the schedule
- b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurers immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurers shall be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
- g) where the Insurers has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this extension.

- iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of
  - 1) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - 2) the Food Safety Act 1990 or any regulations made thereunder
  - 3) the Consumer Protection Act 1987 or any regulation made thereunder
- iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance

## 17 Environmental Clean Up Costs

The Insurer will indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the Insurer's liability under this extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the Insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

- d) the Insurer shall be under no liability:
- i) in respect of Clean Up Costs for damage to the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care, custody or control
  - ii) for damage connected with pre-existing contaminated property
  - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care, custody or control
  - v) in respect of costs in achieving an improvement or alteration in the condition of the land atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences
  - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being pollution or contamination caused by a sudden identifiable unintended and unexpected incident
  - vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
  - viii) in respect of costs for the reinstatement or reintroduction of flora or fauna.
  - ix) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
  - x) in respect of fines or penalties of any kind
  - xi) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
  - xii) for damage which is covered by a more specific insurance policy
  - xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured

## Definitions applicable to Section G

### 1 The Business

In addition to the business stated in the schedule the following activities shall be included:

- a) maintenance of property and premises owned or occupied by the Insured
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of Employees of the Insured
- c) first aid, security, fire and ambulance services
- d) private work carried out within the Territorial Limits by an Employee of the Insured for any director or senior executive of the Insured
- e) participation in exhibitions within the Territorial Limits.

### 2 Personal Injury

Personal injury shall mean bodily injury or disease.

### 3 Employee

Employee shall mean any person under a contract of service or apprenticeship with the Insured which shall be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by the Insured from another employer

working for the Insured in connection with the business.

### 4 The Territorial Limits

The Territorial Limits shall mean:

#### Sub-section 1

- i) anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- ii) manual and non-manual work carried out during temporary visits anywhere in the world (other than the United States of America or Canada) and
- iii) non-manual work carried out during temporary visits to the United States of America or Canada.

#### Sub-section 2

anywhere in the world in respect of Products supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### 5 Products

Products shall mean any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the Insured in the course of the Business of the Insured.

## 6 Clean Up Costs

Clean Up Costs shall mean:

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

## 7 Remediation

Remediation shall mean remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## 8 Enforcing Authority

Enforcing authority shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## 9 Pollution or Contamination

Pollution or contamination shall mean

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

## Clauses applicable to Section G

### 1 Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the limit(s) of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of costs and expenses incurred prior to the times of such payment.

### 2 Pollution Clause

This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

## Condition applicable to Section G

### 1 Use of Heat

It is a condition precedent to the liability of the Insurer under this Section that the following precautions are complied with on each occasion of the use or application of heat (as defined below) by or on behalf of the Insured taking place elsewhere than on the Insured's own premises.

**Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.**

- 1) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
- 2) At least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.
- 3) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
- 4) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
- 5) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.

Sub- paragraph 5) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

**Use of asphalt, bitumen, tar, pitch or lead heaters.**

The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

# General conditions

## 1 Fair Presentation of the Risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at the Insured's request the Insured must:
  - i) disclose to the Insurer all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the Insured does not comply with clause a) of this condition the Insurer may:
  - i) avoid this Policy which means that the Insurer will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the Insured is proven by the Insurer to be deliberate or reckless in which case the Insurer will not return the premium paid by the Insured; and
  - ii) recover from the Insured any amount the Insurer has already paid for any claims including costs or expenses the Insurer has incurred.
- c) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what the Insurer would have done if the Insurer had known about the facts which the Insured failed to disclose or misrepresented:
  - i) if the Insurer would not have provided the Insured with any cover the Insurer will have the option to:
    - 1) avoid the Policy which means that the Insurer will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from the Insured any amount the Insurer has already paid for any claims including costs or expenses the Insurer has incurred
  - ii) if the Insurer would have applied different terms to the cover the Insurer will have the option to treat this Policy as if those different terms apply. The Insurer may recover any payments made by the Insurer on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - iii) if the Insurer would have charged the Insured a higher premium for providing the cover the Insurer will charge the Insured the additional premium which the Insured must pay in full.

- d) Where this Policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurer will not invoke the remedies which might otherwise have been available to the Insurer under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Insurer may invoke the remedies available to the Insurer under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

## 2 Reasonable Care

The Insured shall take all reasonable steps to:

- a) protect the Property Insured
- b) comply with statutory enactments, bye-laws and any other obligations and regulations imposed by any authority
- c) employ only competent employees
- d) prevent accidents
- e) maintain all ways, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

## 3 Change in Circumstances

The Insured must notify the Insurer as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by the Insured to the Insurer or stated as material facts by the Insurer to the Insured which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurer will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the Insurer then the Insurer is under no obligation to agree to make them and may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurer of any such change the Insurer may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 1 – Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

#### 4 Fraudulent Claims

If the Insured or anyone acting on the Insured's behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this Policy and then fails to tell the Insurer that the Insured has not suffered any loss or damage; or
- f) suppresses information which the Insured knows would otherwise enable the Insurer to refuse to pay a claim under this Policy

the Insurer will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurer has already paid in respect of the claim.

The Insurer may also notify the Insured that the Insurer will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurer terminates this Policy under this condition the Insured will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

#### 5 Cancellation

The Insurer may cancel this Policy or any Section or part thereof by giving 14 days notice in writing by special delivery mail to the Insured at the Insured's last known address and in such event the Insured will be entitled to a return of premium in respect of the unexpired portion of the Period of Insurance.

#### 6 Arbitration

If the Insurer admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurer in accordance with the law at the time. The Insured may not take any legal action against the Insurer over the dispute before the arbitrator has reached a decision.

#### 7 Legal Representatives

In the event of the death of the Insured the Insurer will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the terms and conditions of the Policy in so far as they can apply.

#### 8 Premium Adjustment

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurer such particulars and information as the Insurer may require. The Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject always to the minimum premium stipulated.

#### 9 Claims Procedures

- a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the Insured shall:
  - i) as soon as reasonably possible give notice to the Insurer
  - ii) as soon as reasonably possible notify the police in respect of any loss or damage by theft or attempted theft or by riot civil commotion strikers locked-out workers persons taking part in labour disturbances and malicious persons
  - iii) as soon as reasonably possible forward to the Insurer any writ or summons issued against the Insured by a third party
  - iv) take action to minimise the loss or damage and to avoid interruption or interference with the Business and to prevent further damage or injury
  - v) at his own expense and within:
    - a) 7 days of loss or damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
    - b) 30 days of expiry of the Indemnity Period in respect of Section B1
    - c) 30 days of any other loss or damage interruption or interference with the Business or injury or disease

supply full details of the claim in writing to the Insurer together with any evidence and information that may be reasonably required by the Insurer for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.

- b) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurer.

#### **10 Insurer's Rights**

The Insurer shall:

- a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the Insurer
- b) have the right to enter the premises where the loss or damage has occurred and to keep possession of any of the Property Insured and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any property to the Insurer
- c) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured shall give all assistance as may be reasonably required by the Insurer
- d) at its option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the Insurer elects to reinstate or replace any property they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items insured more than the sum insured thereon.

#### **11 Contribution**

If in the event of a loss damage or liability under this Policy there shall be in force any other insurance providing cover against such claim:

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

#### **12 Payment by Instalments**

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method the Policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the Policy will be cancelled immediately.

#### **13 Contractual Right of Renewal (Tacit)**

If the Insured pays the premium to the Insurer using the Insurer's Direct Debit instalment scheme, the Insurer will have the right (which the Insurer may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. The Insurer may vary the terms of the policy (including the premium) at renewal. If the Insured decides that he does not want the Insurer to renew the policy, provided the Insured tells the Insurer (or his insurance intermediary) before the next renewal date, the Insurer will not renew it.

#### **14 Sanctions**

Notwithstanding any other terms of this Policy the Insurer will be deemed not to provide cover nor will the Insurer make any payment or provide any service or benefit to the Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

# General exclusions

This Policy does not cover:

## 1 Date Related Performance and Functionality

loss or damage, consequential loss, additional expenditure or extra expenses, legal liability, fees, costs, expenses, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or consisting of or arising in whole or in part from:

- a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any Data Processing System responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is the property of the Insured or not and whether operating before, during or after the Year 2000 but in respect of all insurances other than Public and Products Liability this will not exclude subsequent damage or consequential loss, additional expenditure or extra expenses not otherwise excluded which itself results from a DEFINED PERIL otherwise covered by this Policy.

This General Exclusion is not applicable to:

- a) the Personal Accident (Malicious Attack) Extension under Section C,
- b) Section F
- c) Section G

### Definitions

For the purpose of this General Exclusion the following special meanings will apply:

'Data Processing System' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

'DEFINED PERIL' in capital letters shall mean fire, lightning explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank, apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal

## 2 Electronic Risk

Applicable to Sections A, B1, B2, and E only.

- a) DAMAGE caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack to any computer or other equipment or component or system or item which processes, stores, transmits retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) CONSEQUENTIAL LOSS directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

but this will not exclude DAMAGE or CONSEQUENTIAL LOSS which results from a Defined Peril including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence

### Definitions

For the purposes of this General Exclusion the following special meanings shall apply:

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

'Hacking' shall mean unauthorised access to any computer or other equipment or component or system or item which process, stores, transmits, retrieves or receives data.

'Virus or Similar Mechanism' shall mean program code, programming instruction or any set of instruction intentionally constructed with the ability to damage, interfere with or otherwise adversely affect the computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs

### 3 Northern Ireland Riot and Civil Commotion

Applicable to Sections A, B1, B2, and E only.

DAMAGE or CONSEQUENTIAL LOSS in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot or 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

### 4 Nuclear and War Risks, Government or Public Authority Order and Sonic Bangs

death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other 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
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
  - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
  - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

a), b), c) and d) will not apply to Section F except where the Insured have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury.

### Definitions

For the purposes of this General Exclusion the following special meanings will apply:

‘Nuclear Installation’ shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

‘Nuclear Reactor’ shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

### 5 Terrorism

Applicable to Sections A, B1, B2, and E only.

DAMAGE or CONSEQUENTIAL LOSS occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where the Insurer alleges that by reason of this General Exclusion cover is not provided under this Policy the burden of proving that such DAMAGE or CONSEQUENTIAL LOSS is covered shall be upon the Insured.

### Definition

For the purposes of this General Exclusion the following special meaning shall apply:

‘Terrorism’ shall mean:

- a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002: acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto

b) in respect of any occurrence elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

# Our complaints procedure

## **Our commitment to customer service**

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

## **Who to contact in the first instance**

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact at Zurich or your broker or insurance intermediary as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

## **The Financial Ombudsman Service (ombudsman)**

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you may be able to ask the ombudsman to formally review your case. You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line"  
(for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a  
monthly charge for calls to numbers starting 01 or 02

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

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint.

The ombudsman can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the ombudsman will consider your complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.



**CommunityMark**  
developed by Business in the Community

**Santia Consulting Ltd**

Santia House, Parc Nantgarw, Cardiff, CF15 7QX.  
Registered in England & Wales, Company No. 07511553.

**Zurich Management Services Limited**

Registered in England and Wales, number 2741053.  
Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.  
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.  
UK Branch registered in England and Wales Registration No. BR7985.  
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright – Zurich Insurance plc 2016. All rights reserved. Reproduction, adaptation or translation without prior written permission is prohibited except as allowed under copyright laws.

The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis. The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF – Elemental Chlorine Free). The paper is suitable for recycling.