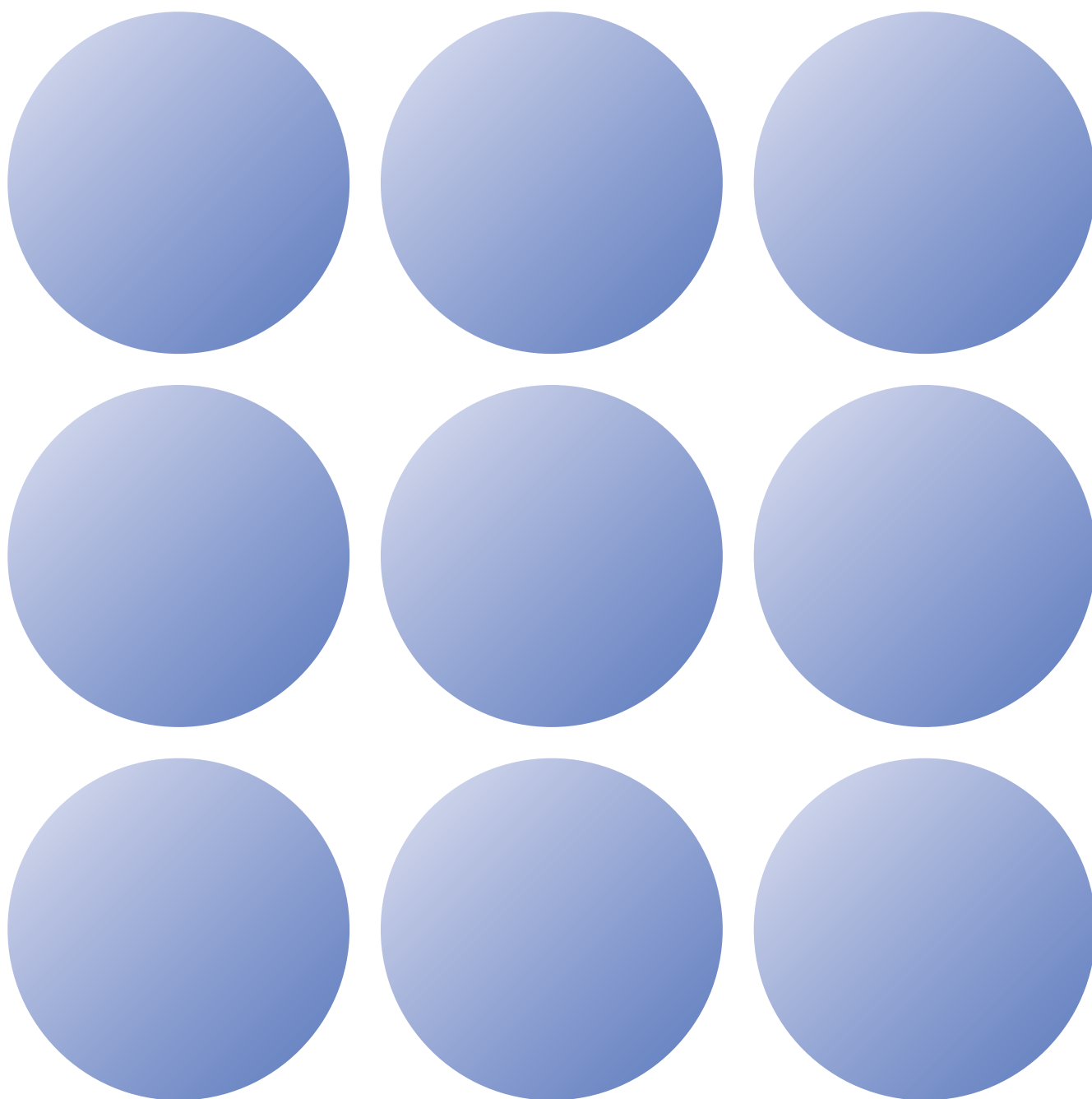


# Construction Combined

Policy document



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# A warm welcome to Zurich

Thank you for taking out your Construction Combined Insurance policy with us – and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (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 Construction Combined policy

This policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Insurers, we or our). You have made to us a proposal which is the basis of and forms part of this contract.

This policy and any schedule, endorsement and certificate should be read as if they were one document.

We will insure you under those sections shown in the schedule during any period of insurance for which we have accepted your premium provided all the terms and conditions of the policy are kept. Our liability will in case exceed the amount of any sum insured or limit of indemnity 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 modifications or re-enactment thereto.

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

## Law applicable to the contract

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands depending upon your address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

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

For and on behalf of Zurich Insurance plc.

Stephen Lewis  
Chief Executive Officer of Zurich Insurance plc, UK Branch.

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

Please read the policy, insurance agreement and schedule carefully.

If they do not meet your needs return them to us or your broker or agent.

### **How we will use your data**

We hold your personal data 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 for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this policy.

### **Policy Administration**

In order to administer your insurance policy and any claims made under this policy we may share personal data provided to us with other companies within Zurich Financial Services Group and with business partners including overseas companies. If we do transfer your personal data including where we propose a change of underwriter we make sure that it is appropriately protected.

### **Claims History**

Under the conditions of this Policy you must tell us about any incident or circumstance that might give rise to a claim that would be covered under this Policy whether or not it is your intention to claim. When you tell us about an incident or circumstance we will pass information relating to it to the relevant database. We 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.

### **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) undertake credit searches
- c) 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 or 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.

# Section A – Material Damage

In the event of the Property Insured described in the Schedule being lost destroyed or damaged by any of the perils specified in the Schedule during the Period of Insurance the Insurers 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 Insurers' option reinstate or replace such property or any part of it.

Provided that the liability of the Insurers 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 Insurers 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 loss or destruction of or damage to the Property Insured.

**Clauses – applicable to Section A**

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

- a) The insurance by each item on Buildings or 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 Insurers 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 Insurers may require.

**3 Capital additions**

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 extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurers' 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 Insurers 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 Insurers 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 customer may be legally responsible whether manufactured by the Insured or not upon which work is to be, is being 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 Insurers' agree to accept the designation under which such property has been entered in the Insured's books.

#### **8 Fire extinguishment expenses**

The Insurers 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.

#### **9 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.

## **10 Landscaped gardens**

This Section includes costs and expenses incurred with the consent of the Insurers 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 Insurers 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
- ii) the Insurers' liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by the relevant item, whichever is the lesser.

## **11 Metered water**

The Insurers 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 Insurers' 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.

## **12 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 Insurers are notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

## **13 Non-invalidity**

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 Insurers and pay an additional premium if required.

## **14 Other interests**

It is agreed that various parties may have a legal interest in part of the property insured by this Policy and the Insured undertake to declare the names, nature and extent of any interest of any such parties at the time of the DAMAGE.

### **15 Removal of debris**

The insurance by all items of this Section except those applying wholly or in part to Stock if insured, extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurers 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 peril hereby insured against.

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

The Insurers 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.

### **16 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 peril hereby insured against 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.

### **17 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 Insurers in removing debris of the portion or portions of the Stock destroyed or damaged by any peril hereby insured against.

The Insurers 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.

### **18 Subrogation waiver**

In the event of a claim arising under this Policy, the Insurers agree 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.

### **19 Temporary removal**

The property insured under this Section (other than Stock if insured) 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 Insurers 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.

### **20 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.

### **21 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 Insurers in:

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

provided that the Insurers' liability any one occurrence shall not exceed £10,000 or 10% of the Sum Insured by this Section, whichever is the lesser.

### **22 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 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 Insurers' limit of liability under this clause shall not exceed £10,000 any one occurrence or 10% of the sum insured by the relevant item, whichever is the lesser.

### **23 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.

## 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 Insurers in respect of such DAMAGE shall be proportionately reduced.

### **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 hereby undertake to have fire extinguishing appliances serviced and maintained under an annual service contract with approved suppliers or as agreed with the Insurers.

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 Insurers 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 Insurers 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 Insurers 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 Insurers under this Supplementary Condition not being thereby increased.
- ii) If the liability of the Insurers under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers 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 Insurers 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 Insurers 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 Insurers 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 Insurers 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 Insurers that:

- a) any Intruder Alarm System required by the Insurers at any Premises so indicated in the Schedule shall be:
  - i) installed in accordance with the specification or system record approved by the Insurers 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 Insurers
  - 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 Insurers
  - 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 Insurers 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 Insurers should be contacted at once to see if help can be given to obtain reinstatement of cover.
- 3 Breach of this Condition shall only invalidate 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 Insurers 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 at each separate premises the amount stated in the Schedule to be the Excess.

# Section B1 – Business Interruption

In the event of any building or other property used by the Insured at the Premises for the purpose of the Business being lost, destroyed or damaged by any of the perils specified in the Schedule 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 Insurers 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 Insurers 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 Insurers shall have agreed to reinstate any such Sum Insured (or Limit).

## Definition

### **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 loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

All in accordance with the Specification attached to this Policy.

## Section B2 – Book Debts

In the event of loss, destruction of or damage to the Insured's books of account or other business books or records at the Premises during the Period of Insurance by any of the Perils specified in the Schedule (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 Insurers 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 Insurers 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 Insurers shall have agreed to reinstate any such Sum Insured.

### Specification

#### Sum Insured

#### On Outstanding Debit Balances 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 Insurers 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.

## Warranties – only applicable if indicated in the Schedule

- 1 It is warranted 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 warranted 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 Insurers 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**

The Insurers 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 Insurers 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.

# Perils – applicable to Sections A, B1 and B2

The following Perils are only applicable if indicated in the Schedule of the relevant Section to be operative.

## Short title

### **A Fire**

FIRE but excluding DAMAGE or CONSEQUENTIAL LOSS caused by:

- a) explosion resulting from fire
- b) earthquake or subterranean fire
- c) i) its own spontaneous fermentation or heating, or  
ii) its undergoing any heating process or any process involving the application of heat.

LIGHTNING

EXPLOSION:

- a) of gas used for domestic purposes only
- b) of boilers used for domestic purposes only, and
- c) in respect of Sections B1 and B2 –  
of any other boilers or economisers on the Premises  
but excluding DAMAGE or CONSEQUENTIAL LOSS caused by earthquake or subterranean fire.

### **B Theft**

THEFT or ATTEMPTED THEFT involving breaking into or out of the buildings of the premises by forcible and violent means or ROBBERY or ATTEMPTED ROBBERY committed in the premises including any directly resulting:

- a) damage to the buildings of the premises falling to be borne by the Insured
- b) damage to glass which:
  - i) is accompanied by and directly forms part of other DAMAGE to which this Peril applies, or
  - ii) is accepted by a Police Authority as prima facie evidence of attempted theft within the meaning of this Peril

but only if and so far as the glass is not more specifically insured

but excluding:

- a) any damage to that part of the buildings of the premises not occupied by the Insured
- b) any claim in respect of any garden, yard, open place or open sided building and, unless specified in the Schedule, any outbuilding, or any claim in respect of any property contained therein or thereon
- c) any loss or destruction or damage contributed to or caused by:
  - i) fire and in the case of any property in Ireland by explosion
  - ii) any person lawfully on the premises
  - iii) or arising from riot strike or civil commotion

d) theft of the fabric of the Building

and in respect of Section A only:

e) money and stamps (including National Insurance stamps) bonds and securities

f) for each and every loss at each separate premises as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

Provided that the liability of the Insurers during any one Period of Insurance shall not exceed in respect of loss or destruction or damage caused by or resulting from:

1 explosion the sum of £10,000 or the Total Sum Insured hereby if less

2 impact by any mechanically propelled vehicle the sum of £25,000 or the Total Sum Insured hereby if less.

**SPECIAL CLAUSE – applying to this Peril**

The Insurers 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 to any safe or strongroom therein caused by theft from the premises or from the private residence of the Insured or an authorised employee.

### **C Explosion**

EXPLOSION excluding:

a) in respect of Section A –

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

b) in respect of Sections B1 and B2 –

CONSEQUENTIAL LOSS or DAMAGE caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured.

### **D Aircraft**

AIRCRAFT or other aerial devices or articles dropped therefrom.

### **E1 Riot**

RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding:

a) DAMAGE or CONSEQUENTIAL LOSS:

i) arising from confiscation, requisition or destruction by order of the government or any public authority

ii) arising from cessation of work

b) in respect of Section B1 CONSEQUENTIAL LOSS and Section B2 DAMAGE arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

## **E2 Riot and malicious persons**

RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS or persons taking part in labour disturbances or MALICIOUS PERSONS excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS:
  - i) arising from confiscation, requisition or destruction by order of the government or any public authority
  - ii) arising from cessation of work
  - iii) caused (other than by fire or explosion) by 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
- b) as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
  - i) DAMAGE by theft
  - ii) in respect of Section A only –  
For each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess
- c) in respect of Section B1 CONSEQUENTIAL LOSS and Section B2 DAMAGE arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

## **F Earthquake**

EARTHQUAKE.

## **G Subterranean fire**

SUBTERRANEAN FIRE.

## **H1 Storm**

STORM excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS caused by:
  - i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
  - ii) inundation from the sea  
  
whether resulting from storm or otherwise
- b) DAMAGE or CONSEQUENTIAL LOSS attributable solely to change in the water table level
- c) DAMAGE or CONSEQUENTIAL LOSS caused by frost subsidence, ground heave or landslip
- d) DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open, fences and gates
- e) in respect of Section A only –  
for each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

## **H2 Storm and flood**

STORM or FLOOD excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS attributable solely to change in the water table level
- b) DAMAGE or CONSEQUENTIAL LOSS caused by frost, subsidence, ground heave or landslip
- c) DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open, fences and gates
- d) in respect of Section A only –  
for each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

## **I Escape of water**

ESCAPE OF WATER FROM ANY TANK APPARATUS or PIPE excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS caused by water discharged or leaking from any automatic sprinkler installation
- b) DAMAGE or CONSEQUENTIAL LOSS in respect of any building which is empty or not in use for more than 30 consecutive days
- c) in respect of Section A only –  
for each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

## **J1 Impact (Third Party Only)**

IMPACT by any mechanically propelled vehicle or by goods falling therefrom or animal 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 excluding DAMAGE or CONSEQUENTIAL LOSS in respect of property in transit.

## **J2 Impact**

IMPACT by any mechanically propelled vehicle or by goods falling therefrom or animal excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS in respect of property in transit
- b) in respect of Section A only as regards DAMAGE by mechanically propelled vehicles or animals 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 the amount stated in the Schedule to be the Excess in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance).

## **K Sprinkler leakage**

ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION in the premises excluding:

- a) DAMAGE or consequential Loss caused by freezing whilst the building in so far as it is in the Insured's ownership or tenancy is empty or not in use for more than 30 consecutive days
- b) DAMAGE or consequential Loss caused by explosion earthquake subterranean fire or heat caused by fire
- c) in respect of Section A only –  
for each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

### **L Subsidence**

SUBSIDENCE or GROUND HEAVE of any part of the site on which the property stands or LANDSLIP excluding:

- a)
  - i) DAMAGE to land insured hereby unless also affecting a building insured hereby
  - ii) CONSEQUENTIAL LOSS in respect of land insured hereby unless a building at the same premises used by the Insured for the purpose of the Business is also damaged thereby
- b) DAMAGE or CONSEQUENTIAL LOSS 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
  - v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- c)
  - i) DAMAGE or
  - ii) loss resulting from destruction or damagewhich originated prior to the inception of this cover
- d) DAMAGE or CONSEQUENTIAL LOSS resulting from:
  - i) demolition construction structural alteration or repair of any property or
  - ii) groundworks or excavationat the same Premises
- e) in respect of Section A only –  
for each and every loss at each separate premises as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

# Exclusions – applicable to Sections A, B1 and B2

Sections A, B1 & B2 do not cover:

- 1 DAMAGE or CONSEQUENTIAL LOSS occasioned by riot or civil commotion unless these perils are specified in the Schedule and then only to the extent stated
- 2
  - 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 peril hereby insured against
    - ii) any peril hereby insured against which itself results from 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 peril hereby insured against
    - ii) any peril hereby insured against which itself results from pollution or contamination.
- 3 in respect of Section A –
  - a) 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
  - b) any property more specifically insured by or on behalf of the Insured
  - c) consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under Section A.
- 4
  - 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.

## 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 Insurers will indemnify the Insured against such loss destruction or damage provided that the liability of the Insurers in respect of any Item Insured shall not exceed the specified Limit of Liability shown in the Schedule.

Provided always that:

- a) the Insurers’ 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 loss 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 fourteen 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 Insurers 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 as defined shall be the sole and immediate cause of:

1	Death	£10,000
2	Loss of a limb or limbs and/or loss of an eye or eyes	£10,000
3	Permanent total inability to attend to any occupation or business	£10,000
4	Temporary total inability to attend to the usual occupation or business	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 Insurers 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 Insurers are satisfied that the inability is permanent Benefit 3 shall become payable when Benefit 4 is exhausted. The Insurers 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 twenty four 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 Insurers 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 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 Insurers 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 Insurers may at their option indemnify the Insured by payment or by repair reinstatement or replacement
- ii) the liability of the Insurers 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.

## 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 Insurers 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 Insurers 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 Insurers 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 Insurers 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, radios, television sets, recorders, digital television decoders, audio equipment, computer games consoles and the like, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds and 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.

## 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 Insurers.

### **2 Condition of Average (Underinsurance)**

If the value of the Property contained in any one package or vehicle and/or trailer of Average and/or container or if the total value at risk at any one location shall at the time of (Underinsurance) 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.

## Excess

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss after the application of any Condition of Average (Underinsurance).

## 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 Insurers 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 Insurers exceed in respect of each Item the Sum Insured thereon or the intrinsic value thereof whichever is the less.

### 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.

## Special Condition – applicable to Section E

### **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.

## 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.

### **Property Insured**

The property insured as described in the Schedule.

## Excess

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance).

# Section F – Employers’ Liability

If any person under a contract of service or apprenticeship with the Insured 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 Insurers 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 Insurers.

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

The limit of liability under this Section in respect of any one claim against or by the Insured or series of claims against or by the Insured arising out of one cause is stated in the Schedule.

## Extensions

The insurance by this Section includes the following Extensions.

Provided always that:

- a) the Insurers will not be liable unless the Insurers have the sole conduct and control of all claims covered by these Extensions
- b) these Extensions will not apply to any liability which is covered by any other policy.

### 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

For the purpose of this Section:

- 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 shall be deemed to be employed by the Insured under a contract of service or apprenticeship.

### 3 Indemnity to directors and employees

Where specifically requested to do so by the Insured the Insurers will indemnify any director or employee of the Insured in respect of claims made against such director or employee subject to the terms and limitations 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 Insurers 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 Insurers 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 person under a contract of service or apprenticeship with the Insured 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 person under a contract of service or apprenticeship with the Insured 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 & Safety at Work Act 1974**

This Section subject to its terms and limitations 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 Insurers' 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 & Safety at Work Act 1974 in respect of an offence as defined in Section 33 of the said Act
- b) Article 34 of the Health & 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 Insurers 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 Insurers 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 judgments**

In the event of a judgment 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 judgment the Insurers will pay to the employee or the personal representative 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 Insurers.

### **11 Court attendance costs**

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers 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

## **Exclusions – applicable to Section F**

### **1 Work offshore**

It is agreed that this Section does not indemnify the Insured in respect of any claim(s) for damages for bodily injury or disease caused during any Period of Insurance and sustained by any person(s) employed or deemed to be employed by the Insured under a contract of service or apprenticeship:

- 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**

It is agreed that this Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

# Section G – Public and Products Liability

The Insurers agree to indemnify the Insured (subject to the terms, limitations and conditions herein contained) in respect of all sums which the Insured shall become legally liable to pay as compensation for:

## Sub-section 1 – Public Liability

- 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 Insurers 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(s) 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 Insurers in respect of any such amount for which the Insurers have made a payment.

## Sub-section 2 – Products Liability

- 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 Insurers 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(s) of Indemnity.

## Exclusions – applicable to sub-section 2

The indemnity granted by this Section of the Policy 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 to Section G

The indemnity granted by this Policy 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

The insurance under this Section includes the following Extensions.

Provided always that:

- a) these Extensions are subject to the terms, limitations and conditions of this Policy in so far as they can apply
- b) the total liability of the Insurers to pay compensation shall not exceed the Limit(s) of Indemnity under sub-sections 1 and 2 of this Section.

### 1 Legal costs

In addition to the indemnity provided by sub-sections 1 and 2 of this Policy the Insurers 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 Insurers.

Provided always that in the event of the Insurers 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(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 the Insurers relinquish the conduct and control of and shall be under no further liability in connection with such claim or claims then the Insurers liability for such legal costs is limited to those costs and expenses incurred prior to the time of such payment.

### 2 Additional benefit

The Insurers 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 & Safety at Work Act 1974 – legal defence costs**

The Insurers 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 & Safety at Work Act 1974 or the Health & 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 Insurers in an appeal against conviction arising from such proceedings.

Provided always that the Insurers 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 Insurers 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 Insurers 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 Insurers 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 Insurers 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, limitations 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 Insurers 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 Insurers shall not be liable under this Extension unless the Insurers have the sole conduct and control of all claims.

## **7 Personal liability overseas**

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 Insurers shall not be liable under this Extension unless the Insurers have 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 Insurers 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 Insurers shall not be liable under this Extension unless the Insurers have 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 Insurers under this Extension shall not exceed £250,000 in any one Period of Insurance.

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

The Insurers 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 Insurers 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 Insurers 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 as within defined 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 Insurers 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 Insurers 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 Insurers 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 Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers 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 Insurers 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 11 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 Insurers 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 Insurers 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 Insurers have the sole conduct and control of all claims
- d) the Insured, director or Employee shall give to the Insurers 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.

## Definitions

### 1 The Business

The Business shall include in addition to those activities specified in the Schedule:

- 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 include illness.

### 3 Employee

Employee shall mean:

- a) any person under a contract of service or apprenticeship with the Insured.
  - b) any labour master or labour only subcontractor or persons supplied by any of them
  - c) any self employed person
  - d) any person hired or borrowed by the Insured
- 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.

## Clauses

### 1 Discharge of liability

The Insurers 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 Insurers 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 time 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.

For the purpose of this Clause 'Pollution or Contamination' shall be deemed to 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.

## Condition

### 1 Use of heat

It is a condition precedent to the liability of the Insurers 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 3) 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.

# Section H – Contractors’ ‘All Risks’

## Sub-section 1 – Contract Works

The insurance by this sub-section is in respect of loss of or damage to the Contract Works occurring:

- a) whilst in transit (other than by sea or air) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man to or from the Contract Site
- b) whilst on the Contract Site or adjacent thereto until the issue of a Certificate of Completion or until taken over by the Principal and for fourteen days thereafter where the Insured is required to insure under the terms of the Contract
- c) during the period of maintenance or defects liability not exceeding twelve months
  - 1) arising from a cause occurring prior to the commencement of such period or
  - 2) occasioned by the Insured in the course of any operations carried out by him for the purpose of complying with his obligations under the maintenance or defects liability clause in the Contract.

Provided that the Insured shall demonstrate that any loss or damage which is first revealed during the period of maintenance or defects liability is the responsibility of the Insured under the terms of the Contract.

## Definition

### 1 Contract Works

The permanent and temporary works executed in performance of the Contract and materials for use in connection therewith.

## Exclusions – applicable to sub-section 1

The Insurers shall not be liable under this sub-section in respect of:

### 1 Existing structures

loss of or damage to any property forming or which has formed part of any existing structure prior to the commencement of the Contract (or Speculative Building as provided for by Extension 3 applicable to sub-section 1)

### 2 Breakdown

loss of or damage to any item of machinery caused by its own breakdown or explosion

### 3 Normal upkeep

the cost of normal upkeep or normal making good

#### **4 Limited defective condition**

the cost of repairing replacing or rectifying any

- a) Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
- b) Property Insured lost or damaged to enable the repair replacement or rectification of Property Insured excluded by (a) above.

Part (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged as a consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or part thereof

#### **5 Occupation of the works**

loss or damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner tenant or occupier other than as herein provided

#### **6 Relief under Contract**

loss or damage for which the Insured is relieved of responsibility by the conditions of the Contract

#### **7 Non-ferrous metals**

theft of unfixd non-ferrous metals of any description unless at the time of the theft either:

- a) an authorised employee or agent of the Insured is actually on site or
- b) such property is contained in a securely locked hut or building.

### **Extensions – applicable to sub-section 1**

The insurance by this sub-section is extended to cover:

#### **1 Free-issue materials**

free-issue materials supplied by the Principal or his agents and for which the Insured is responsible under the terms of the Contract.

Provided that the total value of all such free-issue materials is included in any declaration made to the Insurers

#### **2 Offsite storage**

loss or damage as herein provided to the Property Insured whilst in store at any situation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than the Contract Site but not where the value of the Property Insured in store exceeds £250,000 unless the prior consent of the Insurers has been obtained.

Provided that the Insured is responsible for such loss or damage under the terms of the Contract

### **3 Speculative building**

property being built or erected by the Insured other than under Contract. In respect of such property cover shall cease to apply from:

- a) the date such property is sold or let or
- b) three months after the date of Completion of the work of building or erecting the last property on the Contract Site

whichever is the earlier.

Completion shall mean completion apart from a prospective purchasers or tenants choice of decorations and/or final fitments

### **4 Principals indemnity**

any Principal in a like manner to the Insured where required by the conditions of the Contract in respect of Contracts undertaken in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man only

### **5 Expediting expenses**

the costs necessarily and reasonably incurred by the Insured in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of loss of or damage to the Contract Works for which the Insured is indemnified by this sub-section.

Provided that the amount payable shall not exceed fifty per cent of the cost of repair had such costs not been incurred

### **6 Debris removal**

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

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up propping and fencing off
- d) repairing or cleaning drains sewers service mains and the like and/or dewatering
- e) temporary boarding up of windows following breakage of glass

following loss of or damage to the Contract Works for which the Insured is indemnified by sub-section 1.

Provided that the amount payable shall not exceed ten per cent of the Limit of Liability in respect of sub-section 1

### **7 Professional fees**

the cost of architects surveyors consulting engineers and other professional fees necessarily and reasonably incurred in the reinstatement of the Property Insured following loss of or damage to the Contract Works for which the Insured is indemnified by sub-section 1 not being fees for preparing any claim.

Provided that the amount payable shall not exceed those authorised by the appropriate professional body

## **8 Plans**

the cost of rewriting or redrawing documents drawings and business books but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein.

Provided that the amount payable shall not exceed one per cent of the Contract price

## **9 Local Authorities Clause**

the additional cost of reinstatement following damage to Property Insured for which the Insured is indemnified by this sub-section solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any Municipal or Local Authority or European Union directive.

Provided that:

- a) reinstatement (which may be carried out upon another site subject to the liability not being increased thereby) is carried out without delay
- b) the amount recoverable under this clause shall not include:
  - 1) the costs incurred in complying with regulations or bye-laws intimated to the Insured prior to the happening of the damage
  - 2) the costs incurred in respect of undamaged property
  - 3) the amount of any rate tax duty development or other charge which may become payable following compliance with such regulations or bye-laws.

## **10 JCT 1998 Contract Conditions**

the following where the Insured undertakes a Contract under JCT Standard Form of Building Contract 1998 (or the equivalent thereof).

In respect of loss of or damage to the property insured by any of the Specified Perils defined in the above mentioned Standard Form of Building Contract it is agreed that so far as is required by the sub-contract the Insurers will not pursue any rights of subrogation against sub-contractors directly engaged by the Insured.

## **Sub-section 2 – employees personal tools and effects**

The insurance by this sub-section is in respect of loss of or damage to Employees Personal Tools and Effects whilst on the Contract Site or adjacent thereto.

### **Definition**

#### **1 Employees Personal Tools and Effect**

Personal tools and effects the property of the Insured's employees other than motor vehicles precious metals precious stones or articles made therefrom or money.

## **Sub-section 3 – Owned Plant**

The insurance by this sub-section is in respect of loss of or damage to Owned Plant whilst at any situation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and whilst in transit (other than by sea or air) between such situations.

## Definition

### 1 Owned Plant

Contractors' plant the property of the Insured or on hire purchase or free loan or leased to the Insured comprising all types of contractors' plant including scaffolding temporary buildings and their contents or as more specifically described in the Schedule.

## Exclusions – applicable to sub-section 3

The Insurers shall not be liable under this sub-section in respect of:

### Breakdown

- 1 loss of or damage to any item of plant caused by its own breakdown or explosion but not loss or damage by any ensuing cause otherwise indemnifiable under sub-section 3

### Attachments

- 2 loss of or damage to cutting edges tools trailing cables or flexible pipes other than when such loss or damage results from the total loss of the complete item or items of insured plant

### Materials Treated

- 3 loss or damage caused by or arising out of materials treated by the insured plant or by foreign bodies entering the plant with such materials.

## Sub-section 4 – Hired-in Plant

The insurance by this sub-section is in respect of:

- a) loss of or damage to Hired-in Plant whilst in the Insured's custody or under his control at any situation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and whilst in transit (other than by sea or air) between such situations
- b) continuing hire charges in consequence of loss or damage covered under sub-section 4a for which the Insured has a legal liability under the terms of his hiring agreement or otherwise.

## Definition

### 1 Hired-in plant

Contractors' plant hired-in by the Insured but not on hire purchase or free loan to the Insured comprising all types of contractors' plant including scaffolding temporary buildings and their contents or as more specifically described in the Schedule.

## Extension – applicable to sub-sections 3 and 4

The insurance by sub-sections 3 and 4 is extended to cover

### 1 Recovery costs

the costs necessarily and reasonably incurred by the Insured to recover any item of insured plant which has become accidentally immobilised during normal operation.

Provided that:

- a) such costs do not exceed the sum that would have otherwise been payable under the terms of this Policy had such costs not been incurred
- b) the Insurers shall not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant
- c) the Insurers shall not be liable under this extension in respect of the cost of recovering plant situated underground.

## Exclusions applicable to Section H

This Section does not cover:

### 1 Excess

the amount stated in the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Policy.

It is agreed that any loss of or damage to the Property Insured arising on any Contract Site during any one period of 72 consecutive hours caused by earthquake storm tempest or flood shall be deemed to be a single event and therefore to constitute one occurrence. For the purpose of the foregoing the commencement of any such period shall be decided by the Insured, it being understood and agreed that there shall be no overlapping of any two or more such periods

### 2 Inventory losses

loss of the Property Insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the Property Insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Procedure Condition including reporting the matter to the Police

### 3 Motor vehicles

loss of or damage to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:

- a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
- b) designed or adapted primarily for use as a tool of trade

### 4 Multiple lifts

loss or damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice For The Safe Use of Cranes – BS7121

### **5 Waterborne risks**

loss of or damage to any airborne or waterborne vessel or craft marine rig platform or property situated on any such vessel craft rig or platform

### **6 Wear and tear**

the cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation or scratching of painted or polished surfaces.

### **7 Wilful act**

loss or damage caused by the wilful act or wilful neglect of the Insured

### **8 Water table level**

loss or damage attributable solely to a change in the water table level

### **9 Pollution**

loss or damage caused by pollution or contamination other than loss of or damage to the Property Insured caused by pollution or contamination

### **10 Consequential loss**

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein

### **11 Nuclear site risks**

loss of or damage to any:

- a) Nuclear Material
- b) property in the high radioactivity zone of a nuclear reactor or in any area where the level of radioactivity requires the provision of a biological shield
- c) Contract Works, not being property described by part (b) of this exclusion, for construction erection installation repair maintenance or decommissioning of or in or on any building or plant which has been used is used or is designated to be used for the Production Use or Storage of Nuclear Material other than with the prior agreement of the Insurers.

### **Definitions**

'Nuclear Material' shall mean:

- a) nuclear fuel (other than natural uranium and depleted uranium) capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material
- b) radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radioisotopes.

'Production Use or Storage of Nuclear Material' shall mean the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

## Limit of liability

The amount of liability under this Section shall not exceed in addition to the amounts stated in the Extensions:

### Sub-section 1

the Sum Insured stated in the Schedule.

If the value of any insured Contract (including the value of Free-issue Materials) increases after its commencement to an amount in excess of the Sum Insured shown in the Schedule the Sum Insured shall be automatically increased by up to twenty per cent in respect of any such Contract

Where the Sum Insured is reduced by payment made hereunder the Sum Insured shall be reinstated provided the Insured shall pay such additional premium as may be required by the Insurers which additional premium shall be disregarded for the purpose of any adjustment of premium under this Policy.

### Sub-section 2

- a) in respect of any one item of Property Insured the market value of the item at the time of the loss or damage
- b) in respect of any one employee the sum of £500
- c) the Sum Insured stated in the Schedule.

### Sub-section 3

- a) in respect of any one item of Property Insured the market value of the item at the time of the loss or damage
- b) the Sum Insured stated in the Schedule.

### Sub-section 4

- a) in respect of sub-section 4a the Sum Insured stated in the Schedule
- b) in respect of sub-section 4b the Sum Insured stated in the Schedule provided that the period in respect of which payment is made hereunder shall commence twenty four hours after the occurrence of the loss or damage and be limited to the Indemnity Period stated in the Schedule

In addition under sub-section 4 the Insurers will where legal proceedings have been defended with its written consent pay all legal charges for which the Insured may be liable.

## Conditions

### 1 Stoppage of work

In the event of stoppage of work by the Insured on the Contract Site from any cause for a period of three consecutive months cover under sub-section 1 shall be suspended unless its continuance be agreed in writing by the Insurers.

In the event of such total or partial cessation of work the Insured shall use due diligence and do all things reasonably practicable to protect the Property Insured.

### 2 Series defects

If the development or discovery of a defect in any part of the Property Insured by sub-section 1 shall indicate or suggest that similar defects exist in other parts of the said property the Insured shall forthwith investigate and if necessary rectify the defects in such other parts at his own expense or alternatively bear all losses arising out of the said defects.

### 3 Hiring out

Under sub-sections 3 and 4 in the case of plant hired out by the Insured the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association except as agreed by the Insurers.

### 4 Joint Code of Practice

In respect of all Contracts for which the estimated Contract price is £2,500,000 or more, the Insured undertakes to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation hereinafter referred to as The Joint Code.

For the purpose of The Joint Code if the estimated Contract price exceeds £20,000,000 it shall be deemed to be a Large Project.

The appointed representative of the Insurers shall have the right at all reasonable times to enter and inspect the Contract Site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

In the event of the Insurers becoming aware of a breach of The Joint Code the Insurers may inform the main/management contractor's site management of the nature of the breach specifying the remedial measures required by the Insurers (the Remedial Measures) and the period within which these must be completed.

Where the Insurers consider such a breach is of sufficient importance the Insurers may confirm the same by notice in writing (the Notice) to the employer and the main/management contractor and the first named party forming the Insured when this is not the employer or the main/management contractor at their respective addresses nominated by the Insured at the inception of cover or as subsequently amended.

Under the terms of this or any subsequent notice the Insurers may suspend or cancel all cover at the Contract Site concerned from the date named in the Notice not being a date earlier than the date named for completion of the Remedial Measures it being understood that upon suspension such cover shall be reinstated when the Insurers are satisfied that the Remedial Measures have been completed. Such Notice shall be given by registered post recorded delivery facsimile transmission or by hand.

This Condition shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice waive or remove the rights of the Insurers under the terms of this Policy.

In the event of cancellation only the Insurers agree to return to the Insured a pro-rata proportion of the relevant part of the Policy premium.

# General conditions

## 1 Policy voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

## 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 Warranties

Every warranty to which this Policy or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty in so far as it increases the risk of DAMAGE shall be a bar to any claim in respect of such DAMAGE provided that whenever this Policy is renewed a claim in respect of DAMAGE occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

## 4 Alteration

If a change of circumstance after the commencement of the insurance increases the risk of loss injury or damage or the Insured's interest ceases except by will or operation of law this Policy will be voidable unless the Insurers have agreed in writing to accept such alteration.

## 5 Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

## 6 Cancellation

The Insurers may cancel this Policy or any Section or part thereof by giving fourteen 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.

## 7 Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid shall be referred to an arbitrator who shall be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award shall be a condition precedent to any right of action against the Insurers.

## 8 Legal representatives

In the event of the death of the Insured the Insurers will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the Terms, Conditions and Limitations of the Policy insofar as they can apply.

## 9 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 Insurers to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurers such particulars and information as the Insurers 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.

## 10 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 Insurers
  - 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 Insurers 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) seven 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) thirty days of expiry of the Indemnity Period in respect of Section B1
    - c) thirty days of any other loss or damage interruption or interference with the Business or injury or diseasesupply full details of the claim in writing to the Insurers together with any evidence and information that may be reasonably required by the Insurers 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.
  - vi) preserve any damaged or defective property which might prove necessary as evidence for examination by the Insurers' representative
- b) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurers.

## **11 Insurers' rights**

The Insurers 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 Insurers
- 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 Insurers
- 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 Insurers
- 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 Insurers elect 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.

## **12 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 Insurers 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 Insurers shall be limited to such proportion of the claim as the sum insured bears to the value of the property.

## **13 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.

## **14 Contractual right of renewal (tacit)**

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

# General exclusions

This Policy does not cover:

## **1 Date related performance and functionality**

(not applicable to the Personal Accident (Malicious Attack) Extension under Section C or Section F)

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 did denote 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 Liability or Products Liability or Contractors' Joint Indemnity this will not exclude subsequent loss or damage, consequential loss, additional expenditure or extra expenses otherwise insured under this Policy which itself results from a Defined Peril otherwise covered by this Policy

## **2 Electronic risk**

(applicable to Sections A, B1, B2, and E only.)

- a) loss of or damage to property 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, additional expenditure or extra expenses directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack  
but this will not exclude loss of or damage to property or consequential loss, additional expenditure otherwise insured which results from a Defined Peril covered by this Policy but excluding the acts of malicious persons which do not involve physical force or violence

## **3 Northern Ireland civil commotion**

(Applicable to Sections A, B1, B2, E and H only.)

loss of or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

## **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

## 5 Terrorism

(Applicable to Sections A, B1, B2, E and H only.)

loss of or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where the Insurers allege that by reason of this General Exclusion cover is not provided under this Policy the burden of proving that such loss or damage, expense or consequential loss is covered shall be upon the Insured.

## Definitions

For the purposes of these General Exclusions the following definitions shall apply:

### Data processing system

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

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.

### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess 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

Unauthorised access to any computer or other equipment or component or system or item which process, stores, transmits, retrieves or receives data.

### **Nuclear installation**

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**

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.

### **Terrorism**

- 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.

### **Virus or similar mechanism**

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

# Our complaints procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly 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 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 4 weeks of receipt.

## Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

## The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within 8 weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within 6 months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
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 will not affect your legal rights.

The FOS 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 income 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 FOS will consider your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

## The Financial Services Compensation Scheme (FSCS)

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

Following this complaints procedure does not affect your legal rights.





**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.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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

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