


Care and Retirement Combined 'All Risks'

Policy document



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Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

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

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

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

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

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

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

Your Care and Retirement Combined 'All Risks' policy

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

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

We will insure you under those sections stated in the schedule during any period of insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of 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 amendments thereto or re-enactment thereof.

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

Law applicable to this contract

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

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

Please read this policy, schedule and any endorsement and certificate carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

Section A – Material damage ‘all risks’

In the event of the Property Insured described in the schedule being accidentally lost or damaged during the period of insurance the Insurer will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurer's option reinstate or replace such property or any part of it.

Provided always that the liability of the Insurer under this section will not exceed:

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

Definitions applicable to section A

Property Insured Buildings

Buildings described in the schedule and including:

- a) landlords' fixtures and fittings
- b) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- c) walls, gates and fences
- d) 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
- e) yards, car parks, roads, pavements and forecourts all constructed of solid materials.

Property Insured Contents

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

- a) tenants' improvements, alterations and decorations
- b) 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 £1,000 in respect of any one person
- c) Contents of outbuildings
- d) Contents in the open yards, car parks, roads, pavements, forecourts
- e) drugs and medicines
- f) beer, wines and spirits
- g) stock and materials in trade

but excluding:

- i) landlords' fixtures and fittings
- ii) residents' personal effects
- iii) works of art in excess of £1,000
- iv) money and stamps (including National Insurance stamps) in excess of £500
- v) documents, manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- vi) 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
- vii) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records
- viii) vehicles licensed for road use including accessories thereon.

Property Insured Residents' Effects

Residents' personal effects of every description other than motor vehicles including so far as not otherwise insured jewellery, precious stones and precious metals for an amount not exceeding £2,500 in respect of any one resident.

Note

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

Damage

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

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 (other than thieves), earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling from them or animal.

Premises

As stated in the schedule.

Clauses applicable to section A

1 Architects', surveyors', legal and consulting engineers' fees

- a) The insurance by each item on Buildings and Contents includes an amount in respect of architects', surveyors' legal and consulting engineers' fees.
- b) The insurance on fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its loss or damage but not for preparing any claim it being understood that the amount payable under the item will not exceed in total its sum insured.

2 Automatic reinstatement of loss

In the absence of written notice by the Insurer or the Insured to the contrary the insurance hereby will not be reduced by the amount of any loss in consideration of which the Insured will pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the period of insurance.

Provided always that:

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

3 Capital additions

This section includes:

- a) any newly acquired Building 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 always that:

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

4 Computer equipment

In the event of DAMAGE to computer equipment being such as to render repair uneconomical the Insured may elect to accept indemnity by the supply, installation and commissioning of like but not necessarily identical computer equipment provided the replacement cost is not greater than the original cost. The Insured is not required to contribute to improved performance storage capacity and the like.

If loss or damage to computer equipment results in undamaged computer records being incompatible with replacement computer equipment the Insurer will pay the costs of:

- a) modifying the computer equipment
- b) replacing computer records together with reinstatement of programs and/or information

whichever is the lesser subject to the Insurer's liability not exceeding £50,000.

5 Contract price

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

6 Contract works

This section includes contract works at the Premises comprising the permanent and temporary works forming part of any contract arranged by the Insured including materials and goods to be incorporated therein in connection with all such property in course of refurbishment work and extensions to existing structures having a total contract value not exceeding £100,000 including Value Added Tax but excluding any contract which is separately insured.

7 Contracting purchasers

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

8 Customers' goods

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

9 Damage by theft to the Buildings of the Premises

This section includes damage to the Buildings of the Premises including damage to glass which is accepted by a police authority as prima facie evidence of attempted theft falling to be borne by the Insured which directly results from theft or attempted theft as otherwise insured hereby.

Provided always that if the Buildings of the Premises are not insured by this section the liability of the Insurer under this clause during any one period of insurance will not exceed the sum of £25,000 or the total sum insured if less.

10 Excess

This section does not cover the amounts of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) as follows:

in respect of:

- a) DAMAGE by:
 - i) Malicious Persons – malicious persons not acting on behalf of or in connection with any political organisation
 - ii) Storm and Flood
 - iii) Escape of Water – bursting, overflowing or leakage of water tanks, apparatus or pipes
 - iv) Impact – impact by any mechanically propelled vehicle or by goods falling from them or animal belonging to or under the control of the Insured or any occupier of the premises or their respective employees in the course of their employment
 - v) Theft – theft or attempted theft or robbery or attempted robbery
 - vi) Subsidence – subsidence, ground heave or landslip at each separate premises
- b) Glass – accidental breakage of glass as insured by clause 14
- c) All Other Damage – all other DAMAGE but excluding fire, lightning, explosion, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, earthquake or impact by any mechanically propelled vehicle not belonging to or under the control of the Insured or any occupier of the premises or their respective employees in the course of their employment.

11 Exhibitions

This section includes loss of or damage to Contents while at any indoor exhibition within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man for a period not exceeding 15 days subject to the liability of the Insurer under this clause not exceeding £5,000.

12 Fire extinguishment expenses

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

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms

all in consequence of DAMAGE insured hereby.

13 Freezer and refrigerated cabinet contents

The Insurer will indemnify the Insured in respect of loss of or damage to all contents contained in any refrigeration cabinet or compartments or deep freezer (hereafter called the appliance) caused by:

- a) change in temperature resulting from:
 - i) mechanical or electrical breakdown of the appliance
 - ii) accidental failure of the public electricity supply at the terminal points of the supply authority's feed to the Premises
- b) accidental leakage of refrigerant or refrigerant fumes.

The Insurer will not be liable for:

- a) any loss from a freezer or refrigerated cabinet which is more than 10 years old
- b) loss, destruction or damage due to the deliberate act of the supply authority or the Insured
- c) the first £25 of each and every loss.

14 Glass

In the event of accidental breakage of fixed glass not otherwise insured for which the Insured is legally responsible the Insurer will indemnify the Insured in respect of the cost of:

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

This clause does not cover:

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

15 Landscaped gardens

This section includes costs and expenses incurred with the consent of the Insurer in making good 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 always that:

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

16 Loss avoidance

This section includes costs incurred by the Insured in taking reasonable but exceptional measures to avoid or mitigate impending DAMAGE which would otherwise have resulted in a claim under this section.

Provided always that:

- a) the impending DAMAGE did not stem from any reasonably foreseeable cause and that indemnity under this section would have been a natural outcome to be expected in the absence of such measures
- b) the Insurer's are satisfied that the DAMAGE has been avoided or reduced in consequence of the measures taken
- c) the terms, exclusions and conditions of this policy will apply as if DAMAGE had occurred
- d) the amount payable by Insurer will be no greater than the cost that would have been incurred had the measures not been taken and DAMAGE had occurred.

The liability of the Insurer under this clause will not exceed £25,000 any one occurrence or series of events arising out of one occurrence.

17 Metered water

This section includes the cost for which the Insured is responsible in respect of loss of metered water.

Provided always that:

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

18 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 section will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the Insurer's are notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

19 Non-invalidity

The insurance hereby will 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 always that the Insured immediately they become aware thereof give notice to the Insurer and pay an additional premium if required.

20 Other interests

Various parties may have a legal interest in part of the Property Insured by this section and the Insured undertake to declare the names, nature and extent of any interest of any such parties at the time of the DAMAGE.

21 Privity of contract

Subject to the following Special Conditions this section includes all such sums as the Insured will become legally liable to pay arising from claims first made against the Insured during the period of insurance in respect of the repair or reinstatement of premises previously owned or leased but which are no longer the property of the Insured or have been assigned to a succeeding landlord or tenant and where the succeeding landlord or tenant has failed to maintain adequate insurance cover.

Special Conditions

- 1 The insurance by this clause will not contribute in respect of any more particular insurance effected by the new owner, tenants or sub-tenants.
- 2 The Insured will take all reasonable and appropriate steps to obtain release from their liabilities under the covenants to insure such property on its disposal.
- 3 The insurance by this clause will not contribute in respect of any occurrence happening before the Retroactive Date stated in the schedule.
- 4 The Insurer's limit of liability under this clause will not exceed £1,000,000 in any one period of insurance.

22 Property away from the Premises

This section includes loss of or damage to Contents while elsewhere than the premises stated in the schedule anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Provided always that:

- a) while Contents are contained in any vehicle operated by the Insured and unattended DAMAGE caused by theft or attempted theft is not insured unless:
 - i) during working hours (i.e. the whole period during which the vehicle is being worked by its driver) it will have all doors, windows and other means of access securely fastened and locked and the property concealed from view in a locked boot
 - ii) at all times out of working hours (as defined above) it will be 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
- b) while Contents are contained in premises not owned or occupied by the Insured DAMAGE caused by theft or attempted theft is not insured unless involving breaking into or out of the buildings by forcible and violent means or robbery or attempted robbery
- c) while elsewhere than as described in a) or b) above DAMAGE caused by theft or attempted theft is not insured unless involving robbery or attempted robbery
- d) the liability of the Insurer under this clause for any DAMAGE will not exceed £5,000
- e) this clause does not apply to property in so far as it is otherwise insured.

23 Removal of debris

The insurance by all items of this section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:

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

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

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

The Insurer will not pay for any costs or expenses:

- i) 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
- ii) arising from pollution or contamination of property not insured by this section.

24 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 or damage and then the amount payable will not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

25 Residents' Effects away from the Premises

This section includes loss of or damage to Residents' Effects insured hereby while away from the Premises anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man for a period not exceeding 30 days in any one period of insurance.

26 Subrogation waiver

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

- a) any Company standing in the relation of Parent 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.

27 Temporary removal

The property insured under this section other than Residents' Effects and stock and materials in trade is covered while 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 always that:

- a) the liability of the Insurer under this clause in respect of each item of this 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.

28 Temporary removal – documents and computer system records

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

- a) 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
- b) computer system records up to 10% of the limit of liability shown in the definition of Contents.

29 Theft of keys

Where DAMAGE by theft is not excluded in its entirety the Insurer will pay to the Insured the reasonable expenses not exceeding £1,000 incurred for the necessary replacement of locks following the loss of keys to the Premises or any safe or strongroom therein caused by theft from the Premises or from the private residence of the Insured or an authorised employee.

The excess will not apply to this clause.

30 Trace and access

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

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

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

31 Unauthorised use of electricity, gas or water

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

Provided always that:

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

32 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 at the commencement of any DAMAGE be less than the value of the property covered within such sum insured the amount payable by the Insurer in respect of such DAMAGE will be proportionately reduced.

For the avoidance of doubt solely in respect of the application of Average to any item under this policy clause c) iii) of General Condition 8 – Fair presentation of the risk will not apply.

2 Fire extinguishing appliances

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

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

3 Unoccupied Buildings

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

4 European Union and public authorities (including undamaged property)

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

- a) European Union legislation
- 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 inclusion of this supplementary condition
 - ii) in respect of DAMAGE not insured by this section
 - iii) under which notice has been served upon the Insured prior to the happening of the DAMAGE
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged
- 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

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

5 Reinstatement (day one basis) – (non adjustable)

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

For this purpose 'reinstatement' means:

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

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

- B The Insured having stated in writing the Declared Value (shown in brackets below the sum insured) for each of the said items the premium has been calculated accordingly.

'Declared Value' means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph A a) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for:

- a) the additional cost of reinstatement to comply with public authority requirements
- b) professional fees
- c) debris removal costs.

Special Conditions

- 1 At the inception of each period of insurance the Insured will notify the Insurer of the Declared Value of the property insured by each of the said items. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the ensuing period of insurance.
- 2 If at the time of DAMAGE the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph B above) at the inception of the period of insurance then the Insurer's liability for the DAMAGE will not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.
- 3 The liability of the Insurer for the repair or restoration of property damaged in part only will not exceed the amount which would have been payable had such property been wholly destroyed.
- 4 No payment beyond the amount which would have been payable in the absence of this supplementary condition will 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.
- 5 All the terms and conditions of this 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 except that the sum insured will be limited to 100% of the Declared Value.

Section B1 – Business interruption ‘all risks’

In the event of any building or other property used by the Insured at the Premises for the purpose of the Business being accidentally lost or damaged during the period of insurance and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Insurer will pay to the Insured in respect of each item in the schedule the amount of loss resulting from such interruption or interference.

Provided always that:

- a) at the time of the happening of the loss or damage there will be in force an insurance covering the interest of the Insured in the property at the Premises against such loss or damage and that:
 - i) payment has been made or liability admitted therefor
 - ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) the liability of the Insurer under this section will 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 or damage
 - ii) the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon loss or damage occurring during the same period of insurance unless the Insurer shall have agreed to reinstate any such sum insured (or limit).

Definitions applicable to section B1

Consequential Loss

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

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 (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling from them or animal.

Incident

Loss of or damage to property used by the Insured at the Premises for the purpose of the Business.

Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof.

Maximum Indemnity Period

As stated in the schedule.

All in accordance with the specifications.

Notes:

- 1 To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.
- 2 For the purpose of these definitions any adjustment implemented in current cost accounting will be disregarded.

Specifications

Gross Revenue specification

Item A – On Gross Revenue

Estimated Gross Revenue as stated in the schedule

The insurance under this item is limited to a) Loss of Gross Revenue and b) Increase in Cost of Working and the amount payable as indemnity thereunder will be:

- a) in respect of Loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident
- b) in respect of Increase Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Incident.

Notwithstanding proviso b) to section B1:

- 1) the liability of the Insurer will in no case exceed in respect of Gross Revenue 133.33% of the Estimated Gross Revenue stated herein, in respect of each other item 100% of the Sum Insured stated herein nor in the whole sum of 133.33% of the Estimated Gross Revenue and 100% of the sums insured by other items or such other amounts as may be substituted therefor by endorsement signed by or on behalf of the Insurer
- 2) in the absence of written notice by the Insured or the Insurer to the contrary the Insurer's liability will not stand reduced by the amount of any loss the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

Definitions applicable to item A

Gross Revenue

The money paid or payable to the Insured in respect of meals and drink supplied and services rendered in the course of the Business at the Premises less the relative amount in respect of purchases of food and drink and laundry costs.

Estimated Gross Revenue

The amount declared by the Insured to the Insurer as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months).

Standard Gross Revenue

The Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period to which such adjustments will be made as necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Clauses applicable to item A

1 Alternative trading

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by the others on his behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the Gross Revenue during the Indemnity Period.

2 New business

For the purpose of any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the term 'Standard Gross Revenue' will bear the following meaning and not as within stated:

Standard Gross Revenue – The proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the commencement of the Business and the date of the Incident to which such adjustments will be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business whether before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

3 Payments on account

Payments on account may be made to the Insured during the Indemnity Period at the discretion of the Insurer but in no case will any payment exceed the Insurer's liability in respect of Loss of Gross Revenue of each item for the period in respect of which a payment is to be made.

4 Professional accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer under the Claims Procedures Condition of this policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their reports will be prima facie evidence of the particulars and details to which such reports relate.

The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or any other proofs, information or evidence as may be required by the Insurer under the terms of the Claims Procedures Condition 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 always that the sum of the amount payable under this clause and the amount otherwise payable under this section will in no case exceed the liability of the Insurer as stated.

5 Renewal clause

The Insured will prior to each renewal provide the Insurer with the Estimated Gross Revenue for the financial year most nearly concurrent with the ensuing year of insurance.

6 Temporary removal (documents)

Loss as insured by this section resulting from interruption or interference with the Business in consequence of loss of or damage to plans, deeds, briefs, manuscripts, books, documents and office records while temporarily removed within the Great Britain and Northern Ireland will be deemed to be an Incident.

Additional Increased Cost of Working specification

Item B – Additional Increased Cost of Working

Sum Insured as stated in the schedule

The insurance under item B is limited to the additional expenditure beyond that recoverable under clause a) of items A or C of this section necessarily and reasonably incurred during the Indemnity Period in consequence of the Incident for the sole purpose of minimising any interruption of or interference with the Business which but for that expenditure would have taken place.

Rent Receivable specification

Item C – On Rent Receivable

Sum Insured as stated in the schedule

The Insurance under this item is limited to a) Loss of Rent Receivable and b) Increase in Cost of Working and the amount payable as indemnity thereunder will be:

- a) in respect of Loss of Rent Receivable: the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Incident fall short of the Standard Rent Receivable
- b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of the Rent Receivable as may cease or be reduced in consequence of the Incident provided always that if the sum insured by this item be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months) the amount payable will be proportionately reduced.

Definitions applicable to item C

Rent Receivable

The amount of the rent and other income received or receivable from the letting of the Premises and for services rendered thereat.

Annual Rent Receivable

The Rent Receivable during the 12 months immediately before the date of the Incident

Standard Rent Receivable

The Rent Receivable during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period

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

Clauses applicable to item C

1 Alternative trading

If during the Indemnity Period the Business shall be conducted elsewhere than at the Premises the money paid or payable to the Insured in respect of such other premises shall be brought into account in arriving at the Rent Receivable during the Indemnity Period.

2 New business

For the purpose of any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the terms 'Annual Rent Receivable' and 'Standard Rent Receivable' will bear the following meaning and not as within stated:

Annual Rent Receivable

The proportional equivalent for a period of 12 months of the Rent Receivable realised during the period between the commencement of the Business and the date of the Incident

Standard Rent Receivable

The proportional equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Incident

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

3 Payments on account

Payments on account may be made to the Insured during the Indemnity Period at the discretion of the Insurer but in no case will any payment exceed the Insurer's liability in respect of Loss of Rent Receivable of each item for the period in respect of which a payment is to be made.

4 Professional accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer under the Claims Procedures Condition of this policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their reports will be prima facie evidence of the particulars and details to which such reports relate.

The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or any other proofs, information or evidence as may be required by the Insurer under the terms of the Claims Procedures Condition 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 always that the sum of the amount payable under this clause and the amount otherwise payable under this section will in no case exceed the liability of the Insurer as stated.

Extensions applicable to section B1

Any loss as insured by this section resulting from interruption of or interference with the Business in consequence of accidental loss or damage at the under-noted situations or to property as under-noted or any of the under-noted contingencies will be deemed to be an Incident provided always that after the application of all other terms and conditions of this policy the Insurer's liability under the extension in respect of any one occurrence unless stated otherwise will not exceed:

- a) the percentage of:
 - i) 133.33% of the Estimated Gross Revenue
 - ii) the sum insured by all other items of this section
- b) the amount shown below against such situations or property as the limit.

1 Action of competent authorities

Action by the police or other competent local, civil or military authority following a danger or disturbance within a one mile radius of the Premises whereby access thereto shall be prevented but excluding loss resulting from interruption of the Business during the first 3 hours of the Indemnity Period.

For the purpose of this extension:

- a) the limit is £25,000 in any one period of insurance
- b) the Maximum Indemnity Period is 3 months.

2 Named diseases, vermin, defective sanitary arrangements, murder and suicide

- a) i) any occurrence of a Named Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises
- ii) discovery of an organism at the Premises likely to result in the occurrence of a Named Disease
- b) the discovery of vermin or pests at the Premises
- c) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- d) any occurrence of murder or suicide at the Premises.

Definitions

For the purposes of this extension the following special meanings will apply:

'Named Disease' will mean illness sustained by any person resulting from:

- a) food or drink poisoning
- b) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Leprosy	Paratyphoid fever	Typhoid fever
Acute poliomyelitis	Leptospirosis	Rabies	Typhus fever
Bubonic plague	Malaria	Relapsing fever	Viral haemorrhagic
Cholera	Measles	Rubella	Viral hepatitis
Diphtheria	Meningitis	Scarlet fever	Whooping cough
Dysentery	Meningococcal infection	Smallpox	Yellow fever
Legionellosis	Mumps	Tetanus	
Legionnaires disease	Ophthalmia neonatorum	Tuberculosis	

'Indemnity Period' will mean the period during which the results of the Business shall be affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the Premises are applied (or in case of d) above with the date of the occurrence) and ending not later than the Maximum Indemnity Period thereafter.

'Maximum Indemnity Period' will mean 3 months.

'Premises' will mean only those locations stated in the Premises definition. In the event that this policy includes an extension which deems loss, destruction or damage at other locations to be an Incident such extension shall not apply to this extension.

Exclusions

- 1 loss arising from restrictions on the use of the Premises in consequence of an emergency notice or emergency prohibition order being served against the Insured or the manager of the Premises in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006
- 2 costs incurred in the cleaning, repair, replacement, recall or checking of property.

Supplementary Conditions

- 1 The Insurer will only be liable for the loss arising at those Premises which are directly affected by the occurrence, discovery or accident.
- 2 The Insured will comply with all issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- 3 The Insured will notify the Insurer immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the Premises in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006.
- 4 The Insurer's liability under this extension will not exceed £25,000 in any one period of insurance.

3 Prevention of access

Property within a one mile radius of the Premises loss of or damage to which will prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not but excluding loss of or damage to property of any supply undertaking from which the Insured obtains electricity, gas or water, or telecommunications services which prevents or hinders the supply of such services to the Premises.

For the purpose of this extension:

- a) the limit is £25,000 in any one period of insurance
- b) the Maximum Indemnity Period is 3 months.

4 Public utilities – electricity, gas, water and telecommunications – including supply lines

Property at any:

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works or pumping station of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which the Insured obtains electricity, gas, water or telecommunications services all in Great Britain or Northern Ireland.

The cover provided by this extension includes loss as insured by this section due to the failure of the public supply of:

- i) electricity at the terminal ends of the supply undertaking's service feeders at the Premises
- ii) gas at the supply undertaking's meters at the Premises
- iii) water at the supply undertaking's main stop cock serving the Premises
- iv) telecommunications services (other than satellite services) at the incoming line terminals or receivers at the Premises

as a direct result of Damage to cables or pipes conveying the said services to the Premises but excluding any failure which does not involve a cessation of supply for at least 3 consecutive hours.

For the purpose of this extension:

- a) the limit is £1,000,000
- b) the Maximum Indemnity Period is 12 months
- c) 'Damage' shall mean loss or damage by any cause not herein excluded.

5 Transit (full cover excluding damage to vehicles by impact)

Property of the Insured whilst in Great Britain or Northern Ireland other than in respect of loss, destruction or damage to the conveying vehicle or waterborne craft caused by impact by any road vehicle or animal.

For the purpose of this extension the limit is £5,000.

6 Unspecified suppliers and storage sites (UK)

- a) The premises of the Insured's suppliers, manufacturers or processors of components, goods or materials but excluding the premises of:
 - i) any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services
 - ii) any supplier more specifically insured by this section
- b) premises not in the occupation of the Insured where property of the Insured is stored all in Great Britain and Northern Ireland.

For the purpose of this extension the limit is £100,000.

Section B2 – Book debts

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

Provided always that the liability of the Insurer will not exceed:

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

Specification

On Outstanding Debit Balances

Sum Insured as stated in the schedule

The insurance hereunder is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the DAMAGE and the amount payable in respect of any one occurrence of DAMAGE will 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 prior written consent of the Insurer in tracing and establishing customers' debit balances after the DAMAGE

provided always that if the sum insured by this item be less than the Outstanding Debit Balances the amount payable will be proportionately reduced.

Definitions applicable to section B2

Outstanding Debit Balances

The total amount outstanding in customers' accounts on the last day of the month preceding the DAMAGE 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 last day of the month preceding the DAMAGE 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 will represent as nearly as reasonably practicable those which would have applied at the date of the DAMAGE

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 (other than thieves) earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling from them or animal.

Clauses applicable to section B2

1 Automatic reinstatement of loss

In consideration of this insurance not being reduced by the amount of any loss the Insured will 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.

2 Professional accountants

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

Exclusions applicable to Sections A, B1 and B2

Sections A, B1 and B2 do not cover:

1 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- b) faulty or defective workmanship, operational error or omission on the part of the Insured or any of their employees
- c) the bursting by steam pressure of a boiler, economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured other than:
 - i) in respect of section A – a boiler used for domestic purposes only
 - ii) in respect of sections B1 and B2 – any boiler or economiser on the Premises or a boiler used for domestic purposes only

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

2 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- b) change in temperature colour, flavour, texture or finish

DAMAGE or CONSEQUENTIAL LOSS consisting of:

- c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- d) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates

CONSEQUENTIAL LOSS caused by:

- e) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this will not exclude:

- i) DAMAGE caused by or consisting of corrosion, rust, dryness, dampness or change in temperature to computer equipment resulting from DAMAGE in respect of air conditioning equipment
- ii) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss or damage
- iii) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

3 DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly from theft or attempted theft:

- a) contributed to or caused by any employee of the Insured not involving breaking into or out of the buildings of the Premises by forcible and violent means
- b) where deficiencies are discovered at stocktaking or without reasonable evidence that an act of theft or attempted theft has taken place
- c) to that part of the buildings of the Premises not occupied by the Insured
- d) to property on or in any garden, yard, open place, open sided building or any outbuilding other than for an amount of any loss less than £2,000
- e) of the fabric of the Buildings other than for an amount of any loss less than £25,000

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

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

but this will not exclude:

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

- 4 a) in respect of section A:
 loss or damage caused by pollution or contamination but this will not exclude damage to the Property Insured not otherwise excluded caused by:
 - i) pollution or contamination which itself results from a Defined Peril
 - ii) a Defined Peril which itself results from pollution or contamination
 - iii) sudden, identifiable, unintended and unexpected pollution or contamination at the Premises which itself results from All Other DAMAGE
 - iv) All Other DAMAGE which itself results from sudden, identifiable, unintended and unexpected pollution or contamination
 - b) in respect of sections B1 and B2:
 loss resulting from pollution or contamination but this will not exclude loss resulting from 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 which itself results from a Defined Peril
 - ii) a Defined Peril hereby insured against which itself results from pollution or contamination
 - iii) sudden, identifiable, unintended and unexpected pollution or contamination at the Premises which itself results from All Other DAMAGE
 - iv) All Other DAMAGE which itself results from sudden, identifiable, unintended and unexpected pollution or contamination.
- Subject to a total limit of liability in respect of a) iii) and iv) and b) iii) and iv) in any one period of insurance of £25,000
- 5 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip:
 - a) in respect of land insured hereby unless also affecting a building insured hereby
 - b) caused by or consisting of:
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - c) which originated prior to the inception of this cover
 - d) resulting from:
 - i) demolition, construction, structural alteration or repair of any property
 - ii) groundwork or excavation
 at the same premises
 - 6 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of acts of fraud or dishonesty but this will not exclude such DAMAGE or CONSEQUENTIAL LOSS if resulting from a cause which is not otherwise excluded
 - 7 DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly or indirectly from:
 - a) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - b) in respect of sections B1 and B2:
 - i) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
 - ii) other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from a Defined Peril in so far as it is not otherwise excluded
 - 8 a) in respect of section A:
 damage to a Building or structure caused by its own collapse or cracking
 - b) in respect of sections B1 and B2:
 loss resulting from destruction of or damage to a Building or structure used by the Insured at the Premises caused by its own collapse or cracking
 unless resulting from a Defined Peril in so far as it is not otherwise excluded

- 9 DAMAGE or CONSEQUENTIAL LOSS in respect of:
- movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust
 - property in transit other than while at the Premises
- 10 DAMAGE or CONSEQUENTIAL LOSS:
- caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- 11 DAMAGE or CONSEQUENTIAL LOSS caused by:
- freezing
 - escape of water from any tank, apparatus or pipe
 - (other than by fire or explosion) malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any building which is empty or not in use for more than 30 consecutive days
- 12 DAMAGE in respect of:
- money, cheques, stamps, bonds, credit cards or securities of any description
 - bullion, furs, curiosities, or rare books
- other than such DAMAGE caused by:
- a Defined Peril
 - theft or attempted theft involving breaking into or out of the buildings of the Premises by forcible and violent means
 - robbery or attempted robbery committed in the Premises
- in so far as it is not otherwise excluded
- 13
- in respect of section A – unless specifically mentioned as insured
 - in respect of section B1 – unless CONSEQUENTIAL LOSS is caused by a Defined Peril in so far as it is not otherwise excluded:
 - vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, water craft or aircraft
 - piers, jetties, bridges, culverts or excavations
 - livestock, growing crops or trees
- 14 DAMAGE to or CONSEQUENTIAL LOSS in respect of property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than such DAMAGE or in respect of such CONSEQUENTIAL LOSS caused by:
- a Defined Peril
 - theft or attempted theft involving breaking into or out of the buildings of the Premises by forcible and violent means
 - robbery or attempted robbery committed in the Premises
- in so far as it is not otherwise excluded
- 15 Property which at the time of the happening of DAMAGE is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- 16
- in respect of section A any loss of or damage to land
 - in respect of section B1 CONSEQUENTIAL LOSS caused by loss 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 always that such loss is not otherwise excluded
- 17 any property more specifically insured by or on behalf of the Insured
- 18 in respect of section A consequential loss of any kind or description except loss of rent when such loss is included in the cover under section A.

Section C – Money

In the event of physical loss of or damage to:

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

occurring within the limits of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man the Insurer will indemnify the Insured against such loss or damage provided always that the liability of the Insurer in respect of any item insured will not exceed the specified limit of liability stated in the schedule.

Provided always that:

- a) the Insurer's liability in respect of Money in transit by post (insured under item B.3) will 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 will keep a complete account of Money in transit and on the premises and will deposit such record in a secure place other than in a safe or strongroom containing the Money.

Definitions applicable to section C

Money

Any current coinage, 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.

Business Hours

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.

Residents' Money

The personal money of residents of the Insured's premises other than the Insured's employees.

Exclusions applicable to section C

This section does not cover:

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

Extension applicable to section C

1 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 thereat by any person stealing or attempting to steal Money insured by this section then the Insurer will reimburse the Insured in respect of payment to the Assured or their legal personal representative as the case may require of the sum or sums set out in the Table of Benefits.

Table of Benefits

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

1	Death	£20,000
2	Loss of Limb or Loss of Sight	£20,000
3	Permanent total inability to attend to any occupation or business	£20,000
4	Temporary total inability to attend to the Usual Occupation or business	The Assured's normal weekly wage or salary not exceeding £200 per week

Provided always that:

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

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

Definitions applicable to the personal accident (malicious attack) extension

Bodily Injury

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

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.

Loss of Sight

Permanent and total loss of sight:

- 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
- 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).

Usual Occupation

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

Supplementary conditions applicable to section C

1 Accompaniment condition

It is a condition precedent to liability of the Insurer that wherever Money other than as described in item A is in transit by the Insured or the Insured's employees arrangements for its security will be as follows:

- a) for amounts in excess of £2,000 but not exceeding £4,000 it will be continuously accompanied by at least 2 able bodied adult persons
- b) for amounts in excess of £4,000 but not exceeding £5,000 it will be continuously accompanied by at least 3 able bodied adult persons or contained in a security case approved by the Insurer and accompanied by at least 2 able bodied adult persons.

2 Private residence condition

It is a condition precedent to liability of the Insurer that whenever Money held in circumstances defined in item B7 exceeds £500 either:

- a) the private dwelling house is not be left unattended
- b) such Money is kept in a securely locked safe.

Section D – Group personal accident

If during the period of insurance any Assured sustains bodily injury by Accident as a result of which death or disablement occurs independently and exclusively of any other cause within 12 months of sustaining such bodily injury which occurs within the limits of cover the Insurer will reimburse the Insured in respect of payment to the Assured or the Assured's legal personal representatives as the case may require of the sum or sums set out in the table of benefits.

In the event of the disappearance of the Assured the Insurer will after a reasonable time has elapsed and upon production of evidence to the satisfaction of the Insurer that the death of the Assured as the sole and direct result of bodily injury as defined in this section may reasonably be presumed pay the amount of benefit subject to an undertaking in writing to refund the sum so paid if such death is subsequently found not to have occurred.

Definitions applicable to section D

Accident

- a) Violent, accidental, external and visible means
- b) unavoidable exposure to the elements.

Assured

As stated in the schedule.

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.

Loss of Sight

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).

Usual Occupation

The occupation of the Assured as stated in the Insured's books at the time of the bodily injury.

Exclusions applicable to section D

This section does not apply to death, injury, loss or disablement:

- 1 caused:
 - a) by, prolonged or complicated by any pre-existing physical weakness, defect or disease or by any injury sustained prior to that in respect of which a claim is made hereunder
 - b) by the Assured engaging in any form of winter sports, rock climbing or mountaineering ordinarily necessitating the use of picks, ropes or guides, pot-holing, caving, parachuting, parascending, paragliding, hang-gliding, bungee jumping, scuba and skin diving, white water rafting, racing except on foot, professional or organised sports
 - c) by the Assured using power-driven woodworking machinery
 - d) by air travel other than as a passenger in a licensed passenger carrying aircraft
 - e) caused by the person insured being intoxicated or using illegal drugs, committing or attempting suicide or deliberately self-harming, participating in civil commotion or riot or deliberately exposing themselves to unnecessary danger except in an attempt to save human life
- 2 sustained by any Assured before such person has attained the lower age limit or after the expiry of the period of insurance during which such person attained the upper age limit
- 3 directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

Provisions applicable to section D

- 1 No payment will be made under benefits 1-4 in the aggregate in excess of the higher amount stated in the table of benefits in the schedule in respect of any one Assured arising from the same incident.
- 2 The total amount payable by the Insurer under this section in respect of all Assured travelling in any one aircraft shall not exceed £250,000.

Section E – Employee dishonesty

The Insurer will indemnify the Insured for loss of Property resulting directly from a Fraudulent Act committed during the period of insurance by an Employee and discovered not later than 24 months after the expiry of the insurance by this section or the termination of the Employee's service whichever is sooner.

Provided always that the liability of the Insurer under this section will not exceed the limit of indemnity stated in the schedule in respect of any one claim nor more than the Aggregate Limit of Indemnity stated in the schedule in respect of all Fraudulent Acts committed during the period of insurance.

Definitions applicable to section E

Aggregate Limit of Indemnity

The maximum amount the Insurer will pay in respect of all Fraudulent Acts committed in any one period of insurance.

Business Partner

Any person in business with the Insured under the terms of a partnership agreement whether express or implied under legislation.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the Insured which will include the first 30 days after the termination of such service
- b) under a work experience or similar scheme with the Insured
- c) assigned to perform employee duties for the Insured by any agency provided always that this section does not cover any loss caused by such individual if such loss is also covered under any insurance or surety held or indemnity given by the other employer
- d) hired or borrowed by the Insured from another employer and working for the Insured in connection with the Business while under the Insured's direct control or supervision provided always that this section does not cover any loss caused by such individual if such loss is also covered under any insurance or surety held or indemnity given by the other employer

excluding any:

- i) Business Partner
- ii) employee who at the time of committing any Fraudulent Act controls more than 5 per cent of the issued share capital of any company listed as the Insured
- iii) director or trustee of the Insured if the Insured is a corporation who is not also an employee of the Insured in some other capacity
- iv) any employee not normally resident in the Territorial Limits.

Fraudulent Act

Any single, continuous or repeated act of fraud or dishonesty.

Property

Money, securities or goods belonging to the Insured or for which the Insured is legally responsible.

Territorial Limits

Anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Exclusions applicable to section E

This section does not cover:

- a) the costs of defending any legal proceedings brought against the Insured or the fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceedings whether or not such legal proceedings result or would result in a loss to the Insured under this section except as may be specifically stated elsewhere in this section
- b) loss of money, securities or goods when such money, securities or goods have been transferred from one part of the Insured to another part of the Insured
- c) consequential or indirect loss of any description

- d) taxes, fines and other penalties or damages awards of every description
- e) any costs, fees and other expenses incurred by the Insured in establishing the existence of or the amount of loss covered by this section except as provided for by clause 2 Auditors' Fees
- f) loss of intangible property however caused including but not limited to intellectual rights, trade secrets, proprietary information, patents, trademarks, copyrights, computer programs, confidential processing methods or other confidential information of any kind
- g) loss arising from or in connection with extortion except by an Employee kidnap, ransom or any threat thereof
- h) loss or that part of any loss as the case may be the proof of which is either to its factual existence or its amount dependent solely upon an inventory computation or a profit and loss computation.

Clauses applicable to section E

1 Application of limits

Irrespective of the number of periods of insurance during which this insurance (and any insurance issued in substitution therefor) shall remain in force the total liability of the Insurer in respect of any Fraudulent Act will not exceed the limit of indemnity stated in the schedule.

2 Auditors' fees

The Insurer will indemnify the Insured within the limits of indemnity in respect of auditors' fees necessarily and reasonably incurred with the Insurer's consent in connection with a claim falling to be paid under this section.

3 Automatic reinstatement of limits

Immediately following the discovery of a loss resulting in a valid claim the Aggregate Limit of Indemnity if other than unlimited is reduced by the amount of such loss as subsequently ascertained but the Insurer will then automatically reinstate the Aggregate Limit of Indemnity the Insured having agreed to pay an appropriate additional premium from the date of discovery to the renewal date of this section.

Provided always that the amount reinstated will apply only to:

- a) Employees other than those whose Fraudulent Acts resulted in the claim
- b) any Fraudulent Act committed subsequent to the date of such reinstatement.

4 Cancellation on discovery

The insurance by this section in respect of any Employee will be deemed to be cancelled immediately upon discovery by the Insured or any partner, director, officer, departmental head, senior manager or the equivalent thereof not in collusion with such Employee of any Fraudulent Act committed by that Employee and any further acts of fraud or dishonesty committed by that Employee are not insured.

5 Limitations

The liability of the Insurer in respect of any Fraudulent Act caused by one Employee will not exceed the limit of indemnity applicable to that Employee.

In the event that any Fraudulent Act is caused by 2 or more Employees acting in collusion the liability of the Insurer in all will not exceed whichever of the individual limits of indemnity applicable to the Employees involved is the greater.

6 Non-identification

If a loss is alleged to have been caused by a Fraudulent Act by any Employee and the Insured are unable to discover the identity of the actual Employee or Employees the Insurer will indemnify the Insured provided always that the evidence submitted proves beyond a reasonable doubt that the loss was caused by the fraudulent or dishonest acts of one or more Employees.

7 Pension fund trustees

At the request of the Insured the Insurer will indemnify the trustees of any pension fund or other employee benefit scheme set up to provide benefit to the Insured's Employees in respect of any loss as insured hereby provided always that the insurance under this clause will not increase the maximum liability of the Insurer under this section.

8 Previous insurance

If this insurance immediately supersedes an insurance covering acts of fraud or dishonesty by Employees effected by the Insured (the 'Superseded Insurance') the Insurer will indemnify the Insured in respect of any loss discovered during the period of insurance of this section but committed during the period of insurance of the Superseded Insurance if the loss is not recoverable thereunder solely because the period for discovery has expired.

Provided always that:

- a) the Superseded Insurance had been continuously in force from the time of the loss until the commencement of the insurance by this section
- b) the loss would have been insured by this section based on the terms, definitions, provisions, exclusions and conditions applicable at the date of discovery had it been in force at the date of the loss
- c) the liability of the Insurer will not exceed the amount recoverable under the Superseded Insurance at the time of the loss or the limit of indemnity under this section whichever is the lesser.

9 Prior cancellation

If prior to the commencement of the insurance by this section any insurance covering the fraudulent and dishonest acts of Employees issued to the Insured or predecessor of the Insured shall have been cancelled as to any Employee by the reason of the giving of notice by the insurer issuing such insurance and if such Employee has not been reinstated by such insurer the Insurer will not be liable in respect of fraudulent or dishonest acts committed by such Employee unless specifically agreed in writing by the Insurer to include such Employee within the insurance by this section.

10 Prior dishonesty or fraud

This section excludes any Employee from and after the time that any partner, director, officer, departmental head, senior manager or the equivalent thereof not in collusion with such Employee has knowledge or information that such Employee has committed any fraudulent or dishonest act whether such act be committed before or after the date of commencement of employment by the Insured.

11 Re-writing or amending programs

The Insurer will indemnify the Insured within the limit of indemnity in respect of the reasonable cost of re-writing or amending software programs or systems where such re-writing or amending is necessary to correct the programs or amend the security codes following the discovery of a loss of Property which is the subject of a valid claim under this section.

Conditions applicable to section E

1 Assignment

The Insured will not assign the benefits of the insurance by this section without the express written agreement of the Insurer.

2 Discovery

Discovery of loss will be deemed to have occurred immediately the Insured or any partner, director, officer, departmental head, senior manager or the equivalent thereof becomes aware of any fact or facts that give reasonable grounds to believe that loss as insured by this section has been or may be incurred even though the exact amount or details of the loss may not then be known.

3 Joint insured

- a) If more than one person, company or entity forms the Insured under this section the person, company or entity set out as the Insured in the schedule (hereafter the Named Insured) will act for itself and be deemed to act as sole agent for every other person, company or entity forming part of the Insured and all insured persons, companies or entities are deemed to have consented and agreed that rights of action under this section are not assignable except with the express written agreement of the Insurer
- b) the Insured as stated in the schedule has the sole right to file notice or proof of loss or make a claim, adjust, receive or enforce payment of any loss
- c) payment of any loss to the Named Insured will fully release the Insurer on account of such loss. If the Insurer agrees to make payment to an insured entity other than the Named Insured such payment will have been deemed to have been made to the Named Insured
- d) the Named Insured has the sole right to bring legal proceedings arising under or in connection with this section
- e) knowledge possessed or discovery made by any person, company or entity forming part of the Insured or by any partner, director, officer, departmental head, senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or entities forming part of the Insured.

4 Limitation

The Insurer's aggregate liability for loss or losses sustained by any or all of the persons, companies or entities forming part of the Insured will not exceed the amount for which the Insurer would be liable if all losses were sustained by any of the persons, companies or other entities forming part of the Insured.

5 Liquidation, takeover and the like

The insurance by this section will be deemed to be cancelled immediately:

- a) upon the liquidation whether voluntary or compulsory of the Insured or the appointment of a receiver or manager or the entering into of any Scheme of Arrangement or composition with creditors
- b) upon control of the Insured being taken over by any government or by officials appointed by any government or local authority.

6 Loss settlement

The Insurer may with the Insured's consent settle any claim for loss of property with the owner thereof. Any property for which the Insurer has provided indemnity will become the property of the Insurer.

The Insurer may at their discretion pay such actual cash value or make repairs or replacements.

7 Minimum standards of control

It is a condition precedent to the liability of the Insurer under this section that:

- a) the Insured obtain references covering the previous 3 years employment before engaging any Employee other than school leavers and those not responsible for cash or cheques, property, book-keeping or accounts. These references must be produced in the event of a claim
- b) all cash or cheques received by an Employee is passed daily to the Insured or an Employee authorised to receive cash or cheques or is banked daily
- c) statements of account are sent at least monthly direct to all customers and are not sent by Employees authorised to receive cash or cheques
- d) independently of Employees responsible cash book entries and other records of cash or cheques received including computer systems records are checked at least monthly against the bank statement
- e) the ordering of certification of, receipt for and authorisation of payment for goods or subcontracted work are carried out by different Employees acting independently
- f) supporting papers are checked independently of the Employees who prepare cheques and any cheque for more than £5,000 is signed by 2 people
- g) wages and salaries are independently checked before payment
- h) all books are balanced and checked by professional auditors at least annually.

8 Non-accumulation

Regardless of the number of years that the insurance by this section remains in force and the total amount of premiums paid or payable the amount the Insurer will pay in respect of any one loss hereunder will not exceed the limit of indemnity stated in the schedule.

9 Prosecution

The Insured will if and when required by the Insurer but at the Insurer's expense use all diligence in prosecuting to conviction any person by whose dishonesty a claim shall be made.

10 Recoveries

Any sums recovered following a payment or payments under this section will after the deduction of the costs incurred in the course of such recovery be distributed as follows:

- a) firstly to the Insured in respect of any amount of the loss that exceeded the limits of indemnity
- b) secondly to the Insurer to the extent of the claim paid or payable
- c) finally to the Insured for the amount of any deductible applicable.

11 Reimbursement

The Insurer will be entitled at their own expense in the name of the Insured or otherwise to exercise all rights of action competent to the Insured against an Employee or third party or their estate to obtain reimbursement of any monies which the Insurer's pay or become liable to pay under this section.

Section F – Loss of registration certificate

In the event of the registration certificate which has been granted for the Insured to carry on the Business as at the Premises stated in the schedule being forfeited under the provisions of any legislation governing such certificates or in the event of the Insured being refused renewal after proper application for such renewal to the appropriate authority the Insurer will indemnify the Insured for all loss that the Insured may sustain in respect of:

- a) the depreciation in the value of interest of the Insured in the Premises by the forfeiture of or refusal to renew the registration certificate to an amount not exceeding the limit of indemnity stated in the schedule
- b) any reduction in Turnover for an amount not exceeding the limit of indemnity stated in the schedule
- c) the costs and expenses incurred by the Insured with the written consent of the Insurer in connection with any appeal against the forfeiture of or refusal to renew the registration certificate.

Provided always that if the Insured shall be entitled to obtain the payment of compensation under the provision of any Act of Parliament or legislation in respect of the refusal to renew the registration certificate no claim shall arise under this section.

Definition applicable to section F

Turnover

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises.

Exclusions applicable to section F

The Insurer will not be liable for losses arising directly or indirectly from:

1 Alteration of the law

any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of registration certificates

2 Bankruptcy or insolvency

bankruptcy or insolvency of the Insured

3 Insured's control

any cause within the Insured's control

4 Town or country planning improvement or redevelopment

the forfeiture of or refusal to renew the registration certificate as a result of any scheme of town or country planning improvement or redevelopment or surrender or reduction or redistribution of registration certificates in connection therewith

For the purpose of these exclusions the Insured will mean the person or persons:

- a) to whom the registration certificate has been granted; and
- b) who are in control of the day to day running of the Business.

Conditions applicable to section F

1 Action in the event of forfeiture or refusal to renew

In the event of the registration certificate being forfeited or renewal being refused the Insured will:

- a) give notice in writing to the Insurer within 24 hours of receiving knowledge of such event stating the grounds upon which the registration certificate was forfeited or renewal refused
- b) give all such assistance as the Insurer may require for the purpose of an appeal against such forfeiture or renewal refused
- c) apply if required by the Insurer for the grant of such new registration certificate for the same or alternative premises as may enable the Insured to continue the Business in a similar or alternative form
- d) provide a statement of the Insured's loss if any together with such documents, statements and accounts as may be fairly required by the Insurer to verify the same and also if required by the Insurer make a statutory declaration as to the truth, accuracy and comprehensiveness thereof and give the Insurer free access to the Premises and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business.

2 Enforcement of rights or remedies

The Insured and any other claimant under this section will at the expense of the Insurer do and concur in doing all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights or remedies of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon paying for or making good any loss under this section whether such acts and things shall be or become necessary before or after their indemnification by the Insurer.

3 Notification to Insurer

The Insured will on becoming aware of any:

- a) complaint against the Premises or the conduct or control thereof
- b) transfer or proposed transfer of the registration certificate
- c) alteration in the purpose for which the Premises are used
- d) objection to renewal or other circumstances which may endanger the registration certificate or the renewal thereof

immediately give notice thereof in writing to the Insurer and supply such additional information and give such assistance as the Insurer may reasonably require.

4 Observance

If the Insured fails to observe and comply with the conditions hereof or fail to do any of the matters and things herein required to be done by the Insured and in these conditions time shall be deemed to be of the essence of the contract this section will become void and the premiums that have been paid to the Insurer hereunder shall remain the absolute property of the Insurer.

5 Other insurances

If at the time of the refusal to renew or forfeiture of the registration certificate hereby insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person covering the same interest therein the Insurer will not be liable to pay or contribute more than its rateable proportion of the loss.

6 Procurement of suitable person

In the event of the death, bankruptcy, incapacity, desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty, moral standing or sobriety) of the tenant, manager, occupier or registration certificate holder the Insured will where practicable and at the request of the Insurer procure a suitable person to replace them and one to whom the registration authority will transfer the registration certificate or grant the registration certificate by way or renewal.

Section G – Employers' liability

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

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

The limit of indemnity 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.

Definition applicable to section G

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the Insured
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) a self employed person
- d) under a work experience or similar scheme
- e) hired or borrowed by the Insured from another employer
- f) a voluntary worker

and working for the Insured in connection with the Business while under the Insured's direct control or supervision.

Extensions applicable to section G

The insurance by this section includes the following extensions. Provided always that:

- a) the Insurer will not be liable unless the Insurer has 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 Additional activities

The Business will 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.

2 Corporate Manslaughter and Corporate Homicide Act 2007

This section extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the Business and which relates to any event arising in the course of the Business involving bodily injury or disease which is or may be the subject of indemnity under this section.

Provided always that:

- a) the Insurer's liability under this extension will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurer immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

- f) the Insurer's will be under no liability:
 - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this extension.

3 Court attendance costs

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

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

4 Health and Safety at Work etc. Act 1974

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

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

committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the Business involving bodily injury or disease which is or may be the subject of indemnity under this section. including costs of prosecution awarded against such director or Employee or the Insured arising from such proceedings.

Provided always that:

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

5 Indemnity to directors and Employees

Where specifically requested to do so by the Insured the Insurer will indemnify any director or Employee of the Insured in respect of claims made against such director or Employee subject to the terms and limitations of this section.

6 Indemnity to first aid and medical teams

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

7 Indemnity to principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this section being brought or made against any public or local authority or other principal the Insurer will indemnify the said public or local authority or other principal against such claim and/or any costs, charges and expenses in respect thereof.

8 Private work

This section applies to private work carried out by any Employee for any director or executive of the Insured.

9 Solicitors' fees

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

- a) representation at any coroner's inquest or fatal injury 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.

10 Unsatisfied court judgments

In the event of a judgment for damages being obtained by any Employee or their personal representatives 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 6 months after the date of such judgment the Insurer will pay to the Employee or their personal representatives at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

11 Work overseas

The insurance by this section will 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 will not apply to Employees temporarily employed elsewhere provided always that the contract of service or apprenticeship was entered into in the aforesaid countries.

Exclusions applicable to section G

1 Motor

This section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under road traffic legislation.

2 Work offshore

This section does not indemnify the Insured in respect of any claim for damages for bodily injury or disease caused during any period of insurance and sustained by any person 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
- b) in transit to, from or between any offshore installation support or accommodation vessel for any offshore installation.

Section H – Public and products liability

The Insurer agrees 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 excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way
- d) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the Territorial Limits in connection with the Business of the Insured.

The liability of the Insurer under this sub-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 will not exceed the limit of indemnity.

Exclusions applicable to sub-section 1

The indemnity granted by this sub-section will not apply to or include:

1 Defective work

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

2 Motor

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 will not apply in respect of:

- i) 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
- ii) 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
- iii) 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

3 Products

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 Property damage excess

the first £250 of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause.

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

5 Property held in trust

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 will 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 Vessels and craft

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.

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 period of insurance within the Territorial Limits and caused by Products.

The liability of the Insurer under this sub-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 will not exceed the limit of indemnity.

Exclusions applicable to sub-section 2

The indemnity granted by this sub-section will not apply to or include:

1 Aircraft products and exports to USA and Canada

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

2 Replacing or rectifying Products

replacing, reinstating, rectifying, recalling or guaranteeing the performance of any Products.

Exclusions applicable to section H

The indemnity granted by this section will not apply to or include:

1 Asbestos

liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

2 Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with the Insured's use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the Insured shall become legally liable to pay as compensation for:
 - i) physical bodily injury or disease
 - ii) physical loss of or physical damage to material property

- b) the Insurer's liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the Insurer will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

This exclusion is not applicable to the indemnity provided by Extension 7 of this section

3 Foreign operations

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 Liquidated damages, fines or penalties

liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement

5 Punitive or exemplary damages

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

6 Professional advice

liability arising out of professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged.

Extensions applicable to section H

The insurance by this section includes the following extensions. Provided always that:

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

1 Additional benefit

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

- a) representation at any coroner's inquest or fatal injury 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.

2 Consumer Protection Act 1987 – legal defence costs

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

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this section
- b) this extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer will not be liable under this extension:
 - i) where the Insured, director or Employee is insured by any other policy of insurance
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee
 - iii) in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee
 - iv) in respect of fines or penalties
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
 - vi) unless the Insurer has the sole conduct and control of all claims

- d) the Insured, director or Employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

3 Contingent motor liability (non-owned vehicles)

The Insurer will indemnify the Insured named in the schedule and no other for the purpose of this extension in respect of legal liability for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to property 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 Insurer will 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.

4 Corporate Manslaughter and Corporate Homicide Act 2007

This section extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the Business and which relates to any event involving Personal Injury which is or may be the subject of indemnity under this section.

Provided always that:

- a) the Insurer's liability under this extension shall not exceed £5,000,000 in any one period of insurance or the limit of indemnity stated in the schedule whichever is the lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurer immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurer will be under no liability:
 - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this extension.

5 Court attendance costs

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

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

6 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.

7 Data Protection

The Insurer will indemnify the Insured for legal costs and expenses incurred with the Insurer's prior consent, and all sums the Insured is required to pay as damages to an individual arising from proceedings brought against the Insured under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) the Insurer shall not be liable under this extension for:
 - 1) fines, penalties, liquidated, punitive or exemplary damages
 - 2) the costs of notifying any person regarding loss of personal data
 - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
 - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by the Insured
- ii) the liability of the Insurer under this extension shall not exceed £1,000,000 in any one period of insurance.

8 Defective Premises Act 1972

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

Provided always that the Insurer will 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.

9 Defence costs

The Insurer will pay the costs incurred with their consent for defending any official investigation, inquiry or other proceedings ordered or commissioned by any official body in respect of any event which may be the subject of indemnity under this section.

Provided always that:

- a) the indemnity granted by this extension will apply solely to the Medical Treatment extension contained in this section
- b) the liability of the Insurer under this extension in any one period of insurance will not exceed £50,000 in respect of any one of the Insured's premises and £250,000 in the aggregate.

10 Environmental clean up costs

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

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place

- b) the Insurer's liability under this extension will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the Insurer will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the Insurer will be under no liability:
 - i) in respect of Clean Up Costs for damage to the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
 - ii) for damage connected with pre-existing contaminated property
 - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
 - iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
 - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
 - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
 - vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
 - viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
 - ix) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
 - x) in respect of fines or penalties of any kind
 - xi) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
 - xii) for damage which is covered by a more specific insurance policy
 - xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
 - xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

11 Food Safety Act – legal defence costs

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

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this section
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) the Insurer will 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 investigation restricted to criminal proceedings as above defined
- d) the Insured, director or Employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

12 Health and Safety at Work etc. Act 1974 – legal defence costs

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the Business involving Personal Injury which is or may be the subject of indemnity under this section including:

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

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

13 Indemnity to directors and Employees

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

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

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

Provided always that:

- i) such person is not entitled to indemnity under any other insurance
- ii) such person shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy
- iii) the Insurer will not be liable under this extension unless the Insurer has the sole conduct and control of all claims.

14 Indemnity to principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this section being brought or made against any public or local authority or other principal the Insurer will indemnify the said public or local authority or other principal against such claim and any costs, charges and expenses in respect thereof.

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

15 Legal costs

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

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

16 Libel and slander

The indemnity provided by sub-section 1 of this section extends to indemnify the Insured in respect of all sums which the Insured may become legally liable to pay as compensation for:

- a) libels appearing in any publications normal in the Business by:
 - i) any director of the Insured provided such publications were specifically authorised by the Insured
 - ii) any Employee
- b) slanders in oral utterances made by any director of the Insured or Employee arising out of and in the course of:
 - i) the discharge of official duties on behalf of the Insured
 - ii) in the case of a director the Insured's official business at meetings or of the Insured's committees or subcommittees or any occasion when the director is specifically authorised to represent the Insured

for which a claim is first made against the Insured and notified to the Insurer during the operative period of this section or within 12 months of this section ceasing to operate.

Provided always that:

- 1) the date of any publication or utterance on which a claim is based occurs during the operative period of this section; and
- 2) any claim notified during the additional 12 month period after this section ceases to operate will be deemed to have been made during the final period of insurance.

In addition the Insurer will pay claimant's cost and expenses.

The Insurer will also indemnify under the terms of this section at the Insured's request any director or Employee.

Provided always that:

- i) the Insured would have been entitled to indemnity had the claim been made against the Insured; and
- ii) the Insurer's total liability will not be increased beyond the limit of indemnity; and
- iii) any person claiming indemnity:
 - 1) is not entitled to indemnity from any other source; and
 - 2) will be subject to the terms and conditions of this policy in so far as they can apply; and
- iv) the Insurer has the sole conduct and control of any claim.

This extension does not cover:

- a) any claim made or brought:
 - i) in the United States of America or Canada or territories under their jurisdiction
 - ii) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction
- b) any amount in respect of exemplary or punitive damages
- c) liability arising from malicious falsehood or injurious falsehood
- d) the first 10% or £1,000 whichever is the lesser of each and every claim or series of claims arising from one publication or utterance.

Provided always that:

- a) the notification to the Insurer in writing during the operative period of this section or the extended 12 months reporting period allowed for under this extension after cessation, of any circumstances that might give rise to a claim under this extension will constitute a claim first made against the Insured during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party
- b) the limit of indemnity in respect of the insurance provided under this extension including claimant's costs and expenses is £250,000 and applies in the aggregate to:
 - i) all claims made during any one period of insurance; and
 - ii) all compensation and claimant's costs and expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.

17 Medical treatment

The Insurer will indemnify the Insured in respect of all liability arising out of any neglect, error or omission in the provision of the following treatments:

- a) nursing care
- b) first aid
- c) administration of prescribed drugs or medicines
- d) administration of drugs or medicines available without prescriptions undertaken by any nursing staff or care assistant.

Provided always that:

- a) the Insurer shall not be liable under this extension in respect of:
 - i) any medical advice, diagnosis or opinion given
 - ii) the administration or prescription of prescribed drugs or treatment
 - iii) breach of professional duty

by any surgeon, physician, doctor, dentist, nurse or midwife operating in their professional capacity

- b) this extension shall not apply to liability more specifically insured under any policy covering medical malpractice, professional errors, omissions or negligence.

18 Personal liability overseas

At the request of the Insured this section will 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:

- i) this extension will not apply to liability more specifically insured under any other insurance
- ii) 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 policy
- iii) the Insurer will not be liable under this extension unless the Insurer has the sole conduct and control of all claims.

19 Personal representatives

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

Provided always that such personal representative will as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy.

Definitions applicable to section H

Business

The Business will include in addition to those activities stated 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 service
- 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.

Personal Injury

Personal Injury shall include illness.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the Insured
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self employed
- d) hired or borrowed by the Insured from another employer
- e) a voluntary worker

and working for the Insured in connection with the Business while under the Insured's direct control or supervision.

Territorial Limits

- a) In respect of 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.
- b) In respect of 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.

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 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.

Pollution or Contamination

- 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.

Clean Up Costs

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

Enforcing Authority

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

Remediation

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

Clauses applicable to section H

1 Discharge of liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the limit of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer's 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.

General exclusions

This policy does not cover:

1 Civil commotion in Northern Ireland applicable to sections A, B1 and B2 only

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

2 Communicable diseases not applicable to sections D, E or G

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a Communicable Disease; or
- b) the fear or threat (whether actual or perceived) of a Communicable Disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply to the following:

- i) Section B1 and B2 – Business interruption and book debts - in respect of and only to the extent of cover expressly stated as being provided under the extensions titled Named diseases, vermin, defective sanitary arrangements, murder and suicide.
- ii) Section H – Public and products liability in respect of:
 - 1) food or drink poisoning; or
 - 2) Legionnaires' disease (if specifically covered by an extension or endorsement applied to this policy but only to the extent of cover expressly stated as being provided under the extension or endorsement).

Definition

For the purposes of this general exclusion the following special meanings will apply:

'Communicable Disease' will mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

3 Date related performance and functionality not applicable to sections D or G

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

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

whether such Data Processing System is the property of the Insured or not but in respect of all insurances other than public liability or products liability or contractors' joint indemnity this will not exclude subsequent loss, destruction or damage or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this policy

Definitions

For the purposes of this general exclusion the following special meanings will apply:

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

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

4 Electronic risks

applicable to sections A, B1 and B2 only

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

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

Definitions

For the purposes of this general exclusion the following special meanings will apply:

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

'Hacking' means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether the property of the Insured or not.

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

5 Nuclear and war risks, government or public authority order and sonic bangs

not applicable to section G

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

- a) ionising radiations 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 similar peaceful purposes
- e) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Definitions

For the purposes of this general exclusion the following special meanings will apply:

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

- a) the production 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 bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

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

6 Terrorism

not applicable to sections C, D, E, G or H

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

In any action or suit or other proceedings where the Insurer alleges that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon the Insured

Definitions

For the purposes of this general exclusion the following special meanings will apply:

'Terrorism' will mean:

- a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined in 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:
 - i) 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 of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:
 - 1) involves violence against one or more persons
 - 2) involves damage to property
 - 3) endangers life other than that of the person committing the action
 - 4) creates a risk to health or safety of the public or a section of the public
 - 5) is designed to interfere with or to disrupt an electronic system
 - ii) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

General conditions

1 Alteration

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

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

If the Insured does not notify the Insurer of any such change the Insurer may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 8 - Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

This policy will come to an end immediately if the Insured's organisation ceases to exist or if the Insured dies where the Insured is an individual except that the Insured's executors or personal administrators will be entitled to benefit from any cover until the Insured's estate has been administered.

2 Arbitration

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

3 Cancellation

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

4 Claims procedures

- a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the Insured shall:
 - i) as soon as reasonably possible give notice to the Insurer
 - ii) as soon as reasonably possible notify the police in respect of any loss or damage by theft or attempted theft or by riot civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons
 - iii) as soon as reasonably possible forward to the Insurer any writ or summons issued against the Insured by a third party
 - iv) take action to minimise the loss or damage and to avoid interruption or interference with the Business and to prevent further damage or injury
 - v) at their own expense and within:
 1. 7 days of loss or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 2. 30 days of expiry of the Indemnity Period in respect of section B1
 3. 90 days of any accident in respect of section D
 4. 90 days of discovery of any Fraudulent Act in respect of section E
 5. 30 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 Insurer together with any evidence and information that may be reasonably required by the Insurer for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.
- b) In respect of section D:
 - i) no benefit will be payable in respect of any period prior to within 7 days of the receipt of notice of any accident likely to rise to a claim
 - ii) the Insurer will be entitled in the case of non-fatal injury to call for examination by a medical referee appointed by the Insurer whenever required by the Insurer and in the event of death to have a post-mortem examination.

- c) On the happening of any event which could give rise to a claim under section F refer to 'Conditions applicable to section F'.
- d) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurer.

5 Compulsory insurance

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

6 Contribution

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

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

7 Contractual right of renewal (tacit)

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

8 Fair presentation of the risk

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

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

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

9 Fraudulent claims

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

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

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

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

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

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

10 Insurer's rights

The Insurer will:

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

11 Legal representatives

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

12 Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method this policy remains an annual contract.

13 Reasonable care

The Insured will 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 way's, 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.

14 Sanctions

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

Zurich Insurance Company Ltd

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