



## Commercial Combined Policy

Please read this document carefully and keep for future reference

MG Underwriting  
Staley House  
Hassall Street  
Stalybridge  
SK15 2LF

**Tel:** 0161 304 9933  
**Fax:** 0161 304 9966  
[www.mgunderwriting.com](http://www.mgunderwriting.com)

## About Your Policy

Your Policy is made up of Sections prepared from a proposal form or declaration or statement of fact provided by You or from Your instructions or any information in connection with this insurance provided to Your insurance adviser

The Policy Introduction explains the insurance provided under this contract

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions Conditions and Exclusions

An Endorsement forms an addition to the Section and varies the insurance provided by the Section

The Schedule and any Endorsement should be read together for precise details of Your insurance protection

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require you to take action

## Introduction

This Policy is a contract between You and the insurer.

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy.

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy.

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the cancellation conditions contained within the policy.

Please read the whole document carefully it is arranged in different sections It is important that:

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact Your insurance provider immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts.

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be.

The insurer will indemnify You following Your payment of the premium within the operative Section Definitions terms Conditions and Exclusions Schedule and Endorsement as stated in the Insurance provided and Limit of Liability occurring in connection with Your Business during the Period of Insurance.

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document.

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise.

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess.

Please note that You are required to inform Your insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully.

You should contact Your insurance advisor if You are in any doubt as to whether a fact is material or not.

## Customer Information

### Who the Insurers are

This insurance is provided by DTW1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's.

Syndicate 1991 at Lloyd's is managed by Coverys Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04690709.

Registered Office: 6<sup>th</sup> Floor, One Creechurch Place, Creechurch Lane, London, EC3A 5AY.

### Certification and Extent of Policy Coverage

This is to certify that in accordance with the authorisation granted under Contract Number B6991SCO2015S01 (or replacement thereof) to MG Underwriting (a trading style of MG Insurance Consultants Limited) by DTW1991 Underwriting Limited on behalf of Syndicate DTW1991 (who identity is stated further under "Who the insurers are" section of this Introduction) and in consideration of premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which happen during the Period of Insurance and arising from the business, as detailed in the Policy Schedule, after such loss, Damage or liability has been proved.

Provided always that:

- 1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such of limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- 2) This Policy insures only in respect of the sections specified in the Policy Schedule
- 3) This Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together.

### The Insurance Contract

This Policy is a contract of insurance between you and the Insurer.

The following are elements for the contract of insurance between you and the Insurer. Please read them carefully and if they require any amendments please return them to your broker for correction. Keep the Policy safe in case You need to refer to it.

- Your Policy;
- The Schedule;
- Endorsements.

It is important that You:

- check that the Sections You have requested are included in the Schedule;
- check that the information You have given Us is accurate;
- comply with Your duties under each Section and the insurance as a whole.

This Policy is Underwritten under a binding authority contract for and on behalf of the Insurers by:

MG Underwriting  
Staley House  
Hassall  
Stalybridge  
Cheshire  
SK15 2LF

## Your Personal Information Notice

### The basics

We collect and use relevant information about You to provide You with Your insurance cover or the insurance cover that benefits You and to meet Our legal obligations.

This information includes personal data such as Your name, address, contact details and other information that We collect about You in connection with the insurance cover from which You benefit. This information may also include more sensitive data such as information about Your health and any criminal convictions.

In certain circumstances, We may need Your consent to process certain information about You and this is explained in Our privacy policy. Where We need Your consent, We will ask You for it specifically. You do not have to give Your consent, and You may withdraw Your consent at any time. However, if You do not provide Your consent, or You withdraw Your consent, this may affect Our ability to provide the insurance cover from which You benefit. It may also prevent Us from providing cover for You or handling Your claims.

For the purpose of providing insurance and handling claims or complaints Your information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers, (when making applications), insurers, reinsurers, loss adjusters (if You claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. We will only disclose Your personal information in connection with the insurance coverage that We provide and to the extent required or permitted by law.

### If you provide other people's details to us

Where You provide Us or Your insurance adviser with information about other people, You must make them aware that You are doing so. Where possible, You should also provide them with this notice.

### If you would like more information

For more information, about how We use Your personal information, please see Our privacy policy, which is available on Our website ([www.dtw1991.com/pages/privacy-policy](http://www.dtw1991.com/pages/privacy-policy)) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

### Contacting us and your rights

You have rights in relation to the information We hold about You, including the right to access Your information. If You wish to exercise Your rights, discuss how We use Your information or request a copy of Our full privacy notice(s) You should contact the insurance adviser who provided You with Your insurance in the first instance, or directly with Us by contacting:

The Data Protection Officer  
Coverys Managing Agency Limited  
6<sup>th</sup> Floor  
One Creechurch Place  
Creechurch Lane  
London EC3A 5AF

+44 20 3923 3000

[Data.protection@coverys.co.uk](mailto:Data.protection@coverys.co.uk)

### Employers' Liability Tracing Office (ELTO)

Certain information relating to your Policy including without limitation the Policy number(s) employers names and addresses (including subsidiaries and any relevant changes of name) coverage dates employers reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurer(s) Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (the "Claimants"): -

1. to identify which Insurer (or Insurer(s)) was (or were) providing employers' liability cover during the relevant periods of employment and;
2. to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants their appointed representatives Insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this Policy you will be deemed to specifically consent to the use of your Policy data in this way and for these purposes.

### **Ministry of Justice (MOJ) Portal Claims and the Duties Owed by the Insured**

The MOJ reforms apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may give rise to a claim and/or actual claims is vital to ensure investigations can be made in a timely fashion and to keep claim costs to a minimum.

Here is what to do if **YOU** receive a letter of claim or Claims Notification Form (CNF) from the claimant and/or claimant representative

If **YOU** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise your **INSURER** is Syndicate DTW1991 at Lloyd's and their correspondence has been sent to Woodgate and Clark who are our Appointed Claims Administrator.

After acknowledging the claimant representative please send all correspondence immediately to Woodgate & Clark remembering to quote your Policy number and name as shown on the Schedule. Please note **YOUR** failure to immediately report a claim or circumstance which may give rise to a claim or to provide our appointed Claims Administrator with full cooperation could result in the support from this Policy being withdrawn.

We also remind you of your obligations under the Health and Safety at Work Act 1974 to protect the health safety and welfare of your Employees which includes:-

- Workplace risk assessments
- Full and effective training
- Provision of appropriate personal protective equipment (PPE)
- Communication of health and safety procedures

## How to Complain

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

However, in the event, that You wish to make a formal complaint You should contact Us using one of the following options:

- (a) In writing (letter or email) to the address shown below; or
- (b) By telephone to the telephone number shown below.

The Compliance Officer  
Syndicate 1991  
6<sup>th</sup> Floor  
One Creechurch Place  
Creechurch Lane  
London EC3A 5AY

Email: [complaints@dtw1991.com](mailto:complaints@dtw1991.com)  
Tel +44 (0)20 3923 3120

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will the conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Complaints  
Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN

Email [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel +44 (0) 20 7327 5693  
Fax +44 (0) 20 7327 5225  
Web: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may have the right to refer Your complaint to the Financial Ombudsman Service. If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees)

If You are seeking resolution as an individual acting for purposes outside their trade business or profession as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees), a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Tel: For UK callers: 0800 023 4567 (free phone), or 0300 123 9123 (but charges apply)  
Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

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

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS in the unlikely event that We are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy.

Further information about the FSCS is available from:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Tel: For UK callers: 0800 678 1100 (free phone)  
Tel: For callers from abroad: +44 (0) 20 7741 4100  
Web: [www.fscs.org.uk](http://www.fscs.org.uk)

## Claims Procedure

### How to Make a Claim

You must comply with the following Conditions Precedent. If You fail to do so, We may not pay Your claim, or any payment could be reduced:

1. You shall notify our appointed claims administrator, Woodgate & Clark Limited, as soon as practicable:  
  
Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT  
  
Tel: 01732 848077  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)
  - (a) Following any circumstances which may give rise to a claim and/or claims being made against You and for which there may be liability under this Policy.
  - (b) When a claim is actually made against the Insured (whether written or oral) for which there may be liability under this Policy
  - (c) Immediately when You have knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith.
2. provide Us or our appointed claims administrator with any other required information;
3. forward to Us or our appointed claims administrator as soon as practicable, any letter, claim, writ, summons or other legal document You receive if a claim for liability is made against You;
4. give all information and assistance required as soon as practicable and where We or our appointed claims administrator has conduct of proceedings within such time limits as are specified in any relevant Practice Directions and pre-action protocols as may be issued and approved from time to time or as notified by the Our legal representatives
5. Make no admission of liability or payment or offer or promise of payment or indemnity or waiver of subrogation without the written consent of the Insurer(s) or their appointed claims representatives.

### How We deal with Your claim

#### Basis of Settlement

Some Sections of the Policy contain the Basis of Settlement that will apply to that particular Section. These will tell You how We settle any claim. You shall not be entitled to abandon any property to Us.

#### Consent

No admission, offer, promise, payment or indemnity shall be made or given by or on Our behalf without Our written consent. You shall give such assistance in dealing with claims and the conduct of legal proceedings arising therefrom, as We or Our chosen legal advisers and consultants may require.

#### Defence of Claims

We may, at Our discretion:

- take full responsibility for conducting, defending or settling any claim in Your name; and
- take any action We consider necessary to enforce Your rights or Our rights under this insurance.

#### Fraudulent Claims

If You, or anyone acting on Your behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means We will not pay the false or fraudulent claim, or any subsequent claim.

#### Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover is insured under this Policy could also be insured under another policy that You have. If it is insured under two or more policies We will either pay the full claim and claim half of this back from Your other insurance policy. Alternatively, We will pay only half of the claim and You can claim the

other half back from Your other insurance policy.

**Arbitration**

If there is a dispute between You and Us this can be settled independently. If a dispute goes to arbitration it is settled by an independent referee who is referred to an Arbitrator who is appointed by You and Us in accordance with the Statutory provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect Your statutory rights and is not binding on either party.

**Subrogation**

If We become liable for any payment for a loss, We shall be subrogated to the extent of such payment to all the rights and remedies of Yours against any party for such loss and We shall be entitled, at Our own expense, to sue in Your name. You shall give Us all such assistance in Your power as We may require to secure Our rights and remedies either before or after indemnification.

## Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

### **Building(s)**

means property belonging to or for which You are responsible in the Event of Damage at the Premises that is unless otherwise stated in the Schedule built mainly of brick stone concrete or other non-combustible materials and includes unless more specifically insured

- 1) landlord's fixtures and fittings
- 2) glass
- 3) outside buildings extensions gangways and annexes
- 4) walls gates fences yards driveways car-parks forecourts roads and footpaths
- 5) conveyors trunks lines wires service pipes and other equipment on the premises security lighting security cameras and other security or fire protection devices affixed signs television radio satellite receiving aerials communication aerials masts affixed to the building fixed poles fixed pylons and fitting

### **Business**

means Your business as stated in the Schedule

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

means insurers whose identity is stated in the Customer Information section

### **Contractual Liability**

means liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract

### **Conveyance**

means any water and or air and or road and or rail conveyances of every description

### **Damage**

means physical loss or destruction of or damage to Property

### **Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### **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 or network services or network connectivity or information systems

The Definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and among networks

### **Electronic Data**

means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

### **Employee(s)**

means

- 1) anyone under a contract of service or apprenticeship with You
- 2) any
  - a) labour master or labour only subcontractor or person supplied or employed by them
  - b) self-employed person

- c) person hired to or borrowed by You
- d) person engaged under a work experience youth training or similar scheme
- e) voluntary helper
- f) outworker or homeworker

under Your control and supervision while working for You in connection with Your Business

**Endorsement(s)**

means the document(s) detailing modifications made to the insurance provided under the Policy or Section

**Event**

means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause

**Excess**

means the amount You or any party entitled to indemnity will contribute in relation to every Event insured at each Premises each and every loss before We assume any responsibility to make a payment for and applies after the application of all other terms and Conditions including any Condition of Average (underinsurance)

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

**Goods**

means the insured Property being types of goods stated in the Schedule that are new unused and of recent manufacture but does not include goods shipped on or above deck unless the goods are in fully enclosed metal Containers or We state otherwise in the Schedule

**Hacking**

means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

**Incident**

means an Event of Damage to insured Property used by Your Business carried on at the Premises

**Insured/You/Your**

means the person or corporate body or organisation detailed in the Schedule

**Microchip**

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

**Period of Insurance**

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

**Pollution or Contamination**

means

- 1) pollution or contamination of Buildings or structures or of water or land or the atmosphere

and

- 2) all loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

**Premises**

means the location of insured Property occupied by You for the purposes of Your Business and includes the grounds within the boundaries for which You are responsible as stated in each respective Section of the Schedule

**Property**

means material property

**Proposal**

means any completed proposal form and or information provided by You or on Your behalf in connection with this insurance Policy including all declarations and or statement of fact and or instructions

**Schedule**

means the document stating the operative Section(s) You have chosen the Period of Insurance and details Your Business the Limit of Liability or Sum Insured and or Total Sum Insured and or Insurance Provided under the Sections(s)

**Section(s)**

means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

**Specified Perils**

means the numbered specified perils detailed in the Material Damage Section of this Policy

**Sum Insured**

means the maximum amount We will pay for each item insured under any Section

**System**

means computers other computing and electronic equipment linked to a computer hardware software programs data electronic data processing equipment Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

**Territorial Limits**

means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not Offshore Activity

**Terrorism**

*Not applicable to Liability Section*

means 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*

**Transit**

means from the time the Property is loaded into the carrying Conveyance and continues during the course of transit until the time it is unloaded at its destination including the period during loading and unloading on to or from the carrying Conveyance

**Turnover**

means the Money paid or payable to You for goods sold and delivered and for services rendered in the course of Your Business at the Premises

**Unattended**

means where there is no one allocated responsibility for keeping the Property and or Conveyance vehicle and or trailer and or Conveyance under observation with a reasonable prospect of preventing any unauthorised interference

**Unoccupied**

means any Building or any portion of a Building that is untenanted and or unfurnished and or no longer in active use and or empty

**Virus**

means programming code designed to achieve an unexpected unauthorised and or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

# Policy Conditions

## Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

## Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$X = \text{premium charged} / \text{premium that would have been charged if You made a fair presentation of the risk} \times 100$

- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

## Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

## **Fraud**

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy

## **Cancellation**

### 1) Your rights

You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation

This right does not apply at the first or any subsequent renewal of this Policy

### 2) Our rights

We may cancel this Policy at any time by providing You with 14 days notice of cancellation by recorded delivery letter to Your last known Business address

### 3) Return of premium

If this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance there have been no

- 1) claims made under this Policy for which We have made a payment
- 2) claims made under this Policy which are still under consideration
- 3) Events likely to give rise to a claim but yet to be reported to Us

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with Policy Condition Premium Adjustment

If a claim has been submitted or there has been any Events likely to give rise to a claim during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given

### 4) Certificate of insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover

## **Claims (Action to be taken by You)**

*Not applicable to the Business Interruption Section or Loss of Licence Section or Goods in Transit Section*

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- 1) give written notice to our appointed claims administrator, Woodgate & Clark Limited as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event:

Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT

Tel: 01732 848077  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

- 2) notify our appointed claims administrator and the police immediately that it becomes evident any Damage has been caused by Specified Perils 6) Malicious Persons and or 16) Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover any guilty person and to trace and or recover the Property insured or Money
- 3) deliver to our appointed claims administrator at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers and or 6) Malicious Persons or such further time as We may allow
  - a) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage
  - b) details of any other insurances on any Property hereby insured
  - c) all such proofs and information relating to the claim as may be reasonably required
  - d) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details
- 4) provide all additional information We or our appointed claims administrator may require within the time stipulated by Us
- 5) forward unanswered to our appointed representative immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- 6) give immediate notice in writing to our appointed claims administrator of any impending prosecution inquest or fatal accident inquiry
- 7) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or our appointed claims administrator to allow Us to be able to comply with such relevant practice directions and pre- action protocols as may be in force
- 8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

### **Claims (Our Rights)**

#### *Not applicable to Liability Section*

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and our appointed claims administrator may without hereby incurring any liability or diminishing any of Our rights under this Policy

- 1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured
- 2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property You shall at Your own expense produce and give to Us all such plans documents books and information as We shall reasonably require

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

### **Claims (Conduct and Control)**

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We or our appointed claims administrator may require

### **Claims (Contribution)**

*Not applicable to Liability Section*

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage

### **Claims (Reinstatement)**

If at Our option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

### **Claims (Subrogation)**

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us

### **Premium Adjustment**

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

### **Protections**

*Not applicable to the Liability Section*

You shall ensure that

- 1) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for Your Business or left unattended
- 2) any keys for the Premises and or intruder alarm installation and or safes and or strongrooms and or any other secured area or device in which Property insured is kept are removed from the Premises whenever the Premises are closed for Your Business or left unattended
- 3) awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises

The codes shall be changed immediately following the departure from Your Business of an authorised person

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

### **Reasonable Precautions**

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain Your Premises and machinery and everything used in Your Business in proper repair
- 3) in the selection and supervision of Employees
- 4) to comply with all statutory and other obligations and regulations imposed by any authority

- 5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

### **Subjectivity**

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You
  - 1.1) providing Us with any additional information requested by the required date(s)
  - 1.2) completing any actions agreed between You and Us by the required date(s)
  - 1.3) allowing Us to complete any actions agreed
- 2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

- a) modify the premium
- b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
- c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
- d) exercise Our right to cancel the Policy
- e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and or decisions We will consider the Your comments and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to the Your and Our satisfaction

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

### **Data Protection**

You should understand that any information You have given Us will be processed by Us in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal

information We ask You for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). We will not use such sensitive personal data about You or others except for the specific purposes for which You provide it and to provide the services described in Your Policy.

You have a right of access to, and correction of, information that We hold about You. If You would like to exercise either of these rights, You should contact:

The Data Protection Officer  
Coverys Managing Agency Limited  
6<sup>th</sup> Floor  
One Creechurch Place  
Creechurch Lane  
London  
EC3A 5AF

+44 20 3923 3000

[Data.protection@coverys.co.uk](mailto:Data.protection@coverys.co.uk)

### **Rights of Third Parties**

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

### **Assignment**

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy your Policy documents

### **Several Liability**

The subscribing Insurer(s) obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

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

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

# Policy Exclusions

## War and Similar risks

*Not applicable to Employers' Liability Subsection of the Liability Section*

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability
  - 2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
  - 2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

## Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) 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 from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation 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

the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes

## Biological or Chemical Materials

We shall not provide indemnity under this Policy in respect of any legal liability loss cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## Terrorism

*Not applicable to Employers' Liability Subsection of the Liability Section*

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

- 1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
- 2) any act including but not limited to the use of force or violence and or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to

influence any government and or to put the public or any section of the public in fear occurring other than in England Wales and Scotland

Including any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 1) or 2) above

- 3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You

In the event that any part of this Exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect

### **Electronic Cyber Liabilities**

*Not applicable to Employers' Liability Subsection of the Liability Section*

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:-

- (a) the response of a computer to any date or date change or;
- (b) the failure of a computer to respond to any date or date change or;
- (c) the loss of or denial of access to any data either your own or third party or;
- (d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- (e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

### **Exclusion for the misuse of the Internet and Extranet**

*Not applicable to Employers' Liability Subsection of the Liability Section*

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever arising directly or indirectly from the use of misuse of the Intranet Extra-net and/or caused via the Your own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.

### **Sanction Limitation and Exclusion**

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

### **Northern Ireland**

*Not applicable to the Liability Section*

We shall not provide indemnity under this Policy in respect of destruction or Damage or consequential or inevitable loss for such Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Specified Perils 5) Riot Civil Commotion Strikers Locked- out Workers or 6) Malicious Persons

# Material Damage Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### All Other Contents

means

- 1) deeds documents manuscripts and business books but only for the value of materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information contained therein
- 2) computer systems records but only for the value of the materials and the cost of clerical labour and computer time expended in reproducing such records other than any expenses in connection with the production of information to be recorded therein and not for the value to You of the information contained therein up to a maximum limit of £25,000
- 3) wines spirits cigarettes and tobacco goods held for Business entertainment purposes up to a maximum limit of £750 and if not otherwise Insured
- 4) money up to a maximum limit of £1,000
- 5) patterns models moulds plans and designs
- 6) directors' or partners' or Employees' and visitors' personal effects other than motor vehicles up to a maximum of £1,000 in respect of any one person
- 7) tenants improvements, alterations and decorations whilst in or on the Building(s)
- 8) furs jewellery gold silver or other precious metals or precious stones or curiosities rare books or works of art for an amount not exceeding £750 any on article or £5,000 in total
- 9) All Other Contents in the open yards at the Premises

### Basis of Claims Settlement

means either A or B below depending on which is shown in the Schedule

A: Reinstatement – the amount payable in respect of insured Property will be the cost of the reinstatement of the Damage and for this purpose 'reinstatement' means

- 1) the rebuilding or replacement of Property Damage which provided Our liability is not increased may be carried out
  - 1.1) in any manner suitable to Your requirements
  - 1.2) upon another site
- 2) the repair or restoration of Property Damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new provided that
  - a) Our liability for the repair or restoration of Property Damage in part only shall not exceed the amount which would have been payable had such Property been wholly lost
  - b) each item insured is subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of reinstatement the sum representing 85 per cent of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time

- c) no payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made

- i) unless reinstatement commences and proceeds without unreasonable delay
- ii) until the cost of reinstatement shall have been actually incurred
- d) all the terms Conditions and Exclusions of this Policy or Section shall apply
  - i) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby
  - ii) where claims are payable as if this Basis of Claims Settlement had not been incorporated including any Condition of Average (underinsurance)
- e) You will at Your own expense provide all such plans documents books and information as may be reasonably required
- f) We shall not be bound to reinstate exactly but only as circumstances permit

or

B: Indemnity – the amount payable in respect of Stock and or all other insured Property will be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property or any part of it provided that each item subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of Damage the Sum Insured for each item is less than 85 per cent of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property

Note: If Section Condition Day One Average is shown to apply in the Schedule then both A and B are deleted

#### **Computer Equipment**

means

- 1) all computer equipment (including interconnecting wiring fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding
  - 1.1) computers which are an integral part of any item of process or production machinery
  - 1.2) fixed vehicle satellite navigation systems
- 2) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access, equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices anti- theft devices which have been approved by Us gas flooding equipment and pipe work and computer room partitioning
- 3) programs and or information stored upon fixed discs
- 4) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and or information thereon owned by or on deferred purchase leased hired rented or for which the You are responsible

#### **Machinery**

means Machinery Plant and All Other Contents Your Property or for which You are responsible while on the Premises excluding landlord's fixtures and fittings Stock and materials in trade and Property more specifically insured

#### **Stock**

means Stock and materials in trade Your Property or for which You are responsible while in the Buildings or in the open yards at the Premises

## Section Cover

Damage occurring during the Period of Insurance caused by a Specified Peril described in this Section and not stated to be otherwise excluded in the Schedule

## Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and or Endorsement to this Section

## Specified Perils

- 1) **Fire** but excluding Damage caused by
  - 1.1) Specified Peril 3) Explosion resulting from fire
  - 1.2) its own spontaneous fermentation or heating
  - 1.3) its undergoing any heating process or any process involving the application of heat
  - 1.4) Specified Peril 7) Earthquake
  - 1.5) Specified Peril 8) Subterranean Fire
  - 1.6) Specified Peril 2) Lightning
- 2) **Lightning**
- 3) **Explosion** but excluding Damage
  - 3.1) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control
  - 3.2) in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or under Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service
- 4) **Aircraft** or other aerial devices or articles dropped therefrom
- 5) **Riot Civil Commotion Strikers Locked-out Workers** or persons taking part in labour disturbances or Malicious Persons acting on behalf of or in connection with any political organisation excluding Damage
  - 5.1) arising from cessation of work or from confiscation or destruction or requisition by order of the Government or any public authority
  - 5.2) by Specified Peril 1) Fire caused by strikers locked-out workers or persons taking part in labour disturbances or Specified Peril 6) Malicious Persons
- 6) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding Damage
  - 6.1) by Specified Peril 16) Theft or Attempted Theft
  - 6.2) in respect of any Unoccupied Building
- 7) **Earthquake**
- 8) **Subterranean Fire**
- 9) **Storm** excluding Damage
  - 9.1) by Specified Peril 2) Lightning
  - 9.2) by frost or Specified Peril 15) Subsidence Ground Heave or Landslip

- 9.3) to fences gates and moveable Property in the open unless the Building is also Damaged by the same Event
- 9.4) to open sided or fronted Buildings or to the Property contained therein
- 9.5) by Specified Peril 10) Flood
- 10) **Flood** excluding Damage by
  - 10.1) Specified Peril 9) Storm
  - 10.2) Specified Peril 11) Escape of Water
- 11) **Escape of Water** from any tank apparatus or pipe excluding Damage
  - 11.1) in respect of any Unoccupied Buildings
  - 11.2) by water discharged or leaking from any automatic sprinkler installation
- 12) **Impact** by any Vehicle or Animal
- 13) **Accidental Escape of Water** from any automatic sprinkler installation in the Premises not caused by
  - 13.1) freezing whilst the Buildings belonging to You or for which You are responsible are Unoccupied
  - 13.2) Specified Peril 3) Explosion 7) Earthquake 8) Subterranean Fire or heat caused by Specified Peril 1) Fire
- 14) **Accidental Physical Damage** excluding
  - 14.1) Damage caused by
    - a) Specified Peril 1) – 13) and or 15) – 17) as detailed in this Section and causes excluded therefrom whether these Specified Perils are insured or not
    - b) inherent vice latent defect gradual deterioration gradually operating cause wear and tear faulty or defective design or materials
    - c) faulty or defective workmanship operational error or omission on Your part or any Employee of Yours
    - d) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
    - e) change in temperature colour flavour texture or finish
    - f) 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
    - g) mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude Damage to surrounding Property not forming part of the same machine apparatus or equipment
    - h) electrical or magnetic disturbance or erasure of electronic recordings acts of fraud or dishonesty
    - i) unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
    - j) You voluntarily parting with title or possession of any Property or rights to Property
    - k) confiscation requisition seizure or destruction by order of the government or any public authority
    - l) cessation of work

- m) the solidification of molten material unless such Damage is directly caused by any other Specified Peril not otherwise excluded
- 14.2) Damage to
- a) Buildings or structures caused by their own collapse or cracking unless resulting from any other Specified Peril not otherwise excluded
  - b) 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
  - c) Property in the open or in Transit
  - d) vehicles other than forklift trucks and vehicle accessories thereon licensed or intended to be licensed for road use caravans trailers railway locomotives rolling stock watercraft or aircraft
  - e) livestock growing crops or trees
  - f) jewellery precious stones precious metals bullion furs curiosities rare books or works of art
- 14.3) Damage resulting from Property undergoing
- a) any process of production
  - b) any process of packaging treatment testing commissioning cleaning servicing repair or any other similar process but this will not exclude Damage to surrounding Property
    - i) not forming part of the same machine
    - ii) not forming part of the same process of production or the same process of packaging treatment testing commissioning cleaning servicing repair or any other similar process
- 15) **Subsidence Ground Heave or Landslip** excluding Damage
- 15.1) arising from the settlement or movement of made- up ground or by coastal or river erosion
  - 15.2) occurring as a result of the construction demolition alteration or structural repair of any Property at the Premises
  - 15.3) arising from the settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslip
  - 15.4) occurring prior to the inception date of the insurance under this Section
  - 15.5) caused by subsidence ground heave of any part of the site on which the Buildings stand or landslip resulting from groundworks or excavation at the Premises
  - 15.6) caused by subsidence ground heave of any part of the site on which the Buildings insured stand or landslip to the yards car parks roads pavements walls gates and fences unless the Buildings insured under this Section are affected at the same time
- 16) **Theft or Attempted Theft** including Damage
- 16.1) involving forcible and violent entry to or exit from Buildings
  - 16.2) following assault or violence or threat of assault or violence to You or any partner director Employee of Yours or members or their families or any other person lawfully on the Premises
  - 16.3) to the Premises for which You are responsible as a result of 16.1) above
- but We do exclude Damage
- a) caused by You or any partner director or Employee of Yours or any other person to whom Property has been entrusted excepting collusion

- b) in respect of
  - i) coin and similarly operated gaming and or amusement machines or their contents
  - ii) money except as provided for within All Other Contents
  - iii) livestock growing crops or trees furs jewellery gold silver or other precious metals or precious stones or curiosities works of art or rare books except as provided for within All Other Contents
  - iv) to Property in gardens yards open spaces or in open sided or fronted Buildings or in Buildings not on permanent foundations

unless We state otherwise in the Schedule

- 17) **Escape of Fuel Oil** from any fixed heating installation tank apparatus or pipe excluding Damage in respect of any Unoccupied Building

### Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

#### Additional Metered Supply Charges

This Extension provides insurance for additional metered charges incurred by You or for which You are responsible as a result of Damage at the Premises

Our maximum liability is up to £25,000 in respect of any Event of Damage but excludes all and any claims where following discovery no remedial action is taken within 7 days of the Event of Damage

#### Annexes

The Buildings or other Property owned by You or for which You are responsible include

- 1) annexes conveniences external hoists gangways and staircases
- 2) extensions communicating with any of the Buildings
- 3) sub-stations insured under the respective Buildings or other Property items to which such Property is attached or belongs

#### Automatic Reinstatement

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

#### Capital Additions

This Extension provides insurance for

- 1) alterations additions and or improvements to the Property but not any appreciation in value
- 2) newly acquired and or newly occupied Property provided Your interest is not otherwise insured anywhere in the Territorial Limits

provided that

- a) at any one Premises this Extension will not exceed 10 per cent of the Sum Insured under the respective item or £500,000 in the aggregate whichever is the less
- b) You will advise Us
  - i) every 6 months in respect of any such alterations additions and improvements
  - ii) as soon as practicable of any newly acquired and or newly occupied Property

You will pay the appropriate additional premium required from inception of any additional insurance provided.

The additional Sum Insured declared will be added by Endorsement to the respective Schedule Sum Insured whereupon these provisions shall be fully reinstated

#### **Collusion**

If Specified Peril 16) Theft or Attempted Theft is operative this Section extends to include Damage resulting from collusion by any Employee of Yours provided such Damage is insured under Specified Peril 16) Theft or Attempted Theft 16.1)

#### **Continuing Interest and Hire Charges**

This Extension includes the continuing interest or hiring charges for Property that You are responsible for and are unable to recover under the terms of a lease or similar agreement following Damage to Property at the Premises

Our Limit of Liability under this Extension is £10,000

#### **Contract Price**

If a contract for the sale of Goods which are not yet delivered is cancelled following Damage to the Goods by reason of conditions attaching to the contract then We will pay the contract price to You

Where this Extension applies following Damage the value of all Goods will be ascertained on this basis

#### **Contract Works**

This Extension provides insurance for Contract Works where You have contracted to arrange insurance for any Buildings and will only apply where no other Contract Works insurance Policy exists to provide an indemnity

Our maximum liability is up to £150,000 in respect of any Event of Damage and We shall not be liable for the first £1,000 of each and every loss

#### **Contractors Interest**

Where You are required to effect insurance on the insured Property in the joint names of Yourself and the contractor under the terms of a contract condition then the interest of the contractor in the insured Property is noted as joint Insured provided that You advise Us of details of any single contract valued at £150,000 or more in advance of the commencement of the work and agree to pay any additional premium We may require

#### **Data Processing and Ancillary Equipment**

This Extension includes Damage to data processing and ancillary equipment caused by dryness or dampness of atmosphere extremes of temperature corrosion or rust if directly resulting from an Event of Damage to any air conditioning facilities

#### **Debris Removal**

This Extension includes costs and expenses necessarily incurred by You with Our consent in

- 1) removing debris from
- 2) dismantling and or demolishing
- 3) shoring up or propping up the portion or portions of the Property insured by the items stated in the Schedule following Damage

Our liability under this Extension in respect of any item shall in no case exceed the Sum Insured

This Extension does not include any costs and expenses

- a) incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto
- b) arising from Pollution or Contamination of Property not insured by this Section

#### **Designation**

We agree for the purpose of determining an item heading for any Property insured to accept the designation of such Property stated in Your accounts

#### **Drain Clearance**

This Extension provides insurance for costs and expenses necessarily incurred in clearing drains sewers and gutters on Your Premises where You are responsible and liable following Damage

#### **European Union & Public Authorities**

This Extension provides insurance for additional cost of reinstatement as may be incurred solely by reason of the

necessity to comply with

- 1) European Union legislation
- 2) Building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are hereinafter referred to as "the regulations"

in respect of the destroyed or Damaged Property thereby insured

This Extension does not apply to

- a) the cost incurred in complying with the regulations
  - i) in respect of Damage occurring prior to the granting of this Section Extension
  - ii) in respect of Damage not insured by this Section
  - iii) where notice has been served upon You prior to the Damage occurring
  - iv) for which there is an existing requirement which has to be implemented within a given period
  - v) in respect of undamaged Property or undamaged portions of Property of that portion of the Property destroyed or damaged
- b) the additional cost that would have been required to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the regulations 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 regulations

provided that

- 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 We may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to Our liability under this Extension not being thereby increased
- 2) if Our liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exclusions of this Section then Our liability under this Extension in respect of any such item shall be reduced in like proportion
- 3) the total amount recoverable under any item of this Section and Extension shall not exceed
  - 3.1) in respect of European Union legislation
    - a) 15 per cent of the Sum Insured
    - b) where the Sum Insured by the Item applies to Property at more than one Premises 15 per cent of the total amount for which We would have been liable had the insured Property by the item at the Premises where Damage had occurred been totally destroyed
  - 3.2) in respect of building or other regulations under or framed in pursuance of any Act of Parliament and or bye-laws of any public authority the Sum Insured

#### **Exhibitions and Demonstrations**

This Extension provides insurance for Property stated in the Schedule whilst temporarily removed from the Premises (including Transit to and from) to an exhibition or demonstration site within the Territorial Limits

Our maximum liability is up to £10,000 during any one Period of Insurance

If Specified Peril 16) Theft or Attempted Theft is operative then the following wording is added to Specified Peril 16) Theft or Attempted Theft but We do exclude Damage

- 1) not involving forcible and violent entry to or exit from exhibition or demonstration buildings unless the exhibition or demonstration buildings are protected by permanently sited security guards

#### **Extinguishment and Alarm Resetting Expenses**

This Extension provides insurance for costs necessarily and reasonably incurred by You in refilling fire extinguishing

appliances replacing used sprinkler heads resetting fire and or intruder alarms as a result of Damage to the Property insured

### **Fire Extinguishment Expenses**

This Extension includes where not otherwise recoverable extinguishment expenses reasonably incurred by You in order to minimise Damage

Our maximum liability is up to £25,000 in respect of any Event of Damage

### **Glass**

This Extension provides insurance for Damage for which You are responsible including all fixed plain sheet and or plain plate glass in windows doors fanlights skylights partitions furniture displays show cases counters shelves neon and or illuminated signs electric light fittings and fixed sanitary ware

Following Damage We will include costs necessarily and reasonably incurred for

- 1) damage to any lettering embossing beading silvering or ornamental work up to a maximum limit of £1,000 for any one Event
- 2) boarding up repair and or replacement of window frames framework security fittings and or alarm foil up to a maximum limit of £1,000 for any one Event
- 3) damage to Goods displayed up to a maximum limit of £1,000 for any one Event provided such Damage was not a direct result of Specified Peril 16) Theft or Attempted Theft

This Extension does not include Damage caused by or arising from

- 3.1) repairs alterations or other fitting to the Premises
- 3.2) defects in frames and framework
- 3.3) any Unoccupied Building
- 3.4) faulty or defective workmanship on Your part or any of Your Employees
- 3.5) wear tear gradual deterioration mechanical or electrical breakdown of neon and illuminated signs and electric light fittings

### **Landscaping and Garden Restoration**

This Extension provides insurance for the costs of restoration of gardens and ornamental features caused by the fire brigade or other emergency services attending the Premises following Damage to the Property insured

Our maximum liability is up to £25,000 in respect of any Event of Damage

### **Leased and Rented Premises – Difference in Limits and Difference in Conditions**

This Extension includes Damage to Buildings within the Territorial Limits which are insured under a more specific insurance but for which You are legally liable as tenant and not as owner in accordance with the requirements of the lease and You are not required to insure the Buildings under contract but only when the cover within this Section is broader in meaning or scope than those of such more specific insurance

Where cover under such more specific insurance by virtue of its terms Condition or Limits of Liability fail to indemnify You in whole or in part then We will provide indemnity to You subject to all of the Section and Policy terms Condition Exclusions provided that

- a) We shall not be liable for more than £500,000 any one claim
- b) the Sum Insured under such more specific insurance represents the full reinstatement cost or where applicable the full indemnity value
- c) any claim for Damage must first be submitted to the insurer of such more specific insurance

This Extension shall not provide an indemnity

- a) in respect of any deductible or Excess applicable under such more specific insurance
- b) where You become aware that the Buildings are not insured by the landlord

- c) for any Damage that is insured under such more specific insurance
- d) from any Damage arising from a contingency which is specified in the lease which is to be insured by the landlord
- e) where such more specific insurance has been cancelled lapsed or avoided as a result of an act or omission on Your part
- f) where such more specific insurance fails due to the breach of any Condition contained therein

We shall not be liable and no amount shall be recoverable under this Extension

- a) in respect of any shortfall in the indemnity provided by such more specific insurance due solely to the operation of any Average (underinsurance) condition
- b) in respect of Damage of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of Terrorism

#### **Loss Minimisation and Prevention Expenditure**

This Extension includes costs and expenses necessarily incurred by You with Our consent in

- a) preventing or reducing imminent Damage which would have been insured under this Section
- b) reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage provided that
  - i) the impending Damage was not reasonably foreseeable earlier and would not be the natural outcome if such costs and expenses were not incurred
  - ii) the impending Damage did not arise from any defect in the Property insured
  - iii) the Damage is not more specifically insured under this or any other policy bond indemnity security or other legally binding contract

Our liability under this Extension shall not exceed £25,000 in respect of any one claim

#### **Moulds Tools and Dies**

This Extension provides cover for moulds tools and dies belonging to You or for which You are responsible whilst at any other premises not occupied by You within the Territorial Limits including whilst in transit thereto and therefrom by road rail or inland waterway

Our maximum liability shall not exceed £10,000 any one claim

#### **Non-Invalidation**

The insurance provided by this Section will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to You or beyond Your control provided that You give notice to Us immediately when You become aware of any act or omission or alteration and agree to pay any required additional premium

#### **Other Interests**

The interest of parties having a financial interest in supplying Property to You under a hiring leasing mortgage and or similar agreement is noted by this Extension the nature and extent of any such interest to be disclosed in the Event of Damage

#### **Professional Fees**

This Extension provides insurance in respect of each Building and Machinery item for architects surveyors legal and or consulting engineers fees incurred with Our consent in the reinstatement and or repair of Property insured subsequent to insured Damage but We do not include any fees for preparation or presentation of any claim

Our maximum liability is up to the Sum Insured of any one Building or Machinery item during any one Period of Insurance

#### **Replacement Locks**

If Specified Peril 14) Accidental Physical Damage is operative this Section extends to include any of the keys of the Premises being stolen from You or any partner Director or Employee of Yours and if not recovered within 7 days We will pay for the replacement of the locks at the Premises to a standard equal to but not better than their original

standard provided that We are notified of the Event within 7 days of it occurring

Our maximum liability is up to £5,000 during any one Period of Insurance

### **Seventy Two Hour Clause**

In the Event of

1) Specified Perils 7) Earthquake or a series of earthquakes

or

2) Specified Perils 9) Storm or a series of storms

or

3) Specified Perils 10) Flood or a series of floods occurring within a 72-hour consecutive period they will be regarded as one Event provided that

a) no one individual Earthquake Storm or Flood which occurs outside a 72-hour consecutive period will be accepted in that one Event

b) You select the time when the 72-hour consecutive period commences

c) the 72-hour consecutive period will not operate beyond either expiry of the Period of Insurance or the Policy Condition Cancellation agreed date

### **Stock Seasonal Increase**

The Sum Insured in respect of any Stock items listed within the Schedule shall be increased by 25 per cent during

a) the months of November and December and the first 14 days of January annually

b) a period of 14 days preceding and succeeding any bank holiday other than a bank holiday occurring during November and December

### **Sprinkler Upgrade Costs**

This Extension includes additional costs of reinstatement incurred with Our consent to upgrade a sprinkler installation to comply with the current edition of the Sprinkler Rules of the Loss Prevention Council provided that the additional costs incurred are solely as a direct result of insured Damage

Our maximum liability is up to the Sum Insured of any one Building during any one Period of Insurance

### **Subrogation Waiver**

We agree to waive any rights remedies and or relief to which We may become entitled against any subsidiary or parent company of Yours or any fellow subsidiary where You are also a subsidiary as defined by current legislation

### **Temporary Removal – Documents**

The insurance of deeds and other documents inclusive of any stamps thereon manuscripts plans and or writings of every description and both written and or printed books extends to cover such Property for an amount not exceeding 10 per cent of the value thereof whilst temporarily removed to any premises not in Your occupation and in Transit within the Territorial Limits

This Extension does not include

1) computer systems records

2) Property that is otherwise insured

### **Temporary Removal – General**

The Property stated in the Schedule except Stock is covered whilst temporarily removed from the Premises for cleaning renovation or repair elsewhere and in Transit within the Territorial Limits

Our liability under this Extension shall not exceed 10 per cent of the Sum Insured in respect of the item stated in the Schedule

This Extension does not apply to

1) motor vehicles and motor chassis licensed for normal road use

- 2) Property not belonging to You other than Machinery

### **Theft Damage to Buildings**

If Specified Peril 16) Theft or Attempted Theft is operative We will indemnify You for Damage to the Premises for which You are responsible which does not involve forcible and violent entry to or exit from Building

Our maximum liability is up to £25,000 in the aggregate during any one Period of Insurance

### **Trace and Access**

This Extension provides insurance for costs necessarily and reasonably incurred with Our consent in locating the source of any escape of water from any fixed domestic water services heating installation and or escape of fuel oil including subsequent repair to walls floors or ceilings provided that

- 1) this Section Extension shall not apply to the cost of repairs to any fixed domestic water services or heating installation
- 2) Our maximum liability is up to £15,000 in respect of any Event of Damage

### **Transfer of Interest**

If at the time of Damage You have contracted to sell Your interest in any insured Buildings and the purchase was incomplete but subsequently completes the purchase on completion of the purchase and where no other insurance Policy exists to provide an indemnity to the purchaser against the Event of Damage You will be entitled to the benefit of this Section so far as the insurance relates to such Damage without prejudice to Your or Our rights and liabilities under this Section up to the date of completion

### **Workmen**

Workmen are allowed in or about any of the Premises for the purpose of carrying out minor alterations repairs decorations and or any maintenance without prejudice to this insurance

## **Section Conditions**

### **Day One Average**

If Day One Average is shown to apply in the Schedule then subject to the Special Conditions below the basis upon which the amount payable in respect of the Declared Value for Property insured is to be calculated shall be the reinstatement of the Property damaged and for this purpose 'reinstatement' means

- 1) the rebuilding or replacement of Property damaged which provided Our liability is not increased may be carried out
  - a) in any manner suitable to Your requirements
  - b) upon another site
- 2) 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

You have stated in writing the Declared Value for each item stated in the Schedule to which this Condition applies and the premium has been calculated accordingly.

Declared Value means Your assessment of the cost of reinstatement of the insured Property arrived at in accordance with paragraph 1) shown above at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with and insofar as the insurance by the item provides due allowance for

- 1) the additional cost of reinstatement to comply with public authority requirements
- 2) professional fees
- 3) debris removal costs

### **Special Conditions**

- 1) at the inception of each Period of Insurance You will notify Us of the Declared Value of the insured Property for each of the said items. In the absence of declaration from You We will assume the last amount declared by You should 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 stated by each item be less than the cost of reinstatement as defined in paragraph 2) shown above at the inception of the Period of Insurance then Our liability for any Damage will not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
- 3) Our liability 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 Condition will be made
  - 4.1) unless reinstatement commences and proceeds without unreasonable delay
  - 4.2) until the cost of reinstatement shall have been actually incurred
  - 4.3) if the insured Property at the time of its destruction or Damage is insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement
- 5) all the terms Conditions and Exclusions of this Policy and or Section apply in respect of any claim payable under the provisions of this Condition except insofar as they are varied hereby
- 6) where by reason of

any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein or

- 6.1) You elect not to rebuild the insured Property in a condition equal to but not better or more extensive than its condition when new then the provisions of this Condition are cancelled and Our rights and liabilities and Yours in respect of the Damage will be subject to the terms Conditions and Exclusions of this Policy and or Section including the following

#### Condition of Average

The insurance for each Item of this Section is declared to be subject to Average ie, if the insured Property shall at the breaking out of any Damage insured hereby be collectively of greater value than 108 per cent of the Declared Value stated in the Schedule then You will be considered to be Your own insurer for the difference and will bear a rateable share of the claim loss amount accordingly

#### Fire Alarms

You hereby undertake to

- 1) carry out and record the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
- 2) carry out and record the maintenance procedures specified by the manufacturers of the equipment
- 3) notify Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- 4) record details of all events such as alarm faults tests maintenance and disconnections a keep such details available for examination by Our representatives

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

#### Fire Break Doors and Shutters

All fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually

occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

#### **Fire Extinguishment Appliances**

You shall inspect the appliances regularly and remedy promptly any defect disclosed by any such inspection or otherwise

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

**Fire Extinguishment – Automatic Sprinkler Installations** In consideration of the discount and or reduced rate granted for the automatic sprinkler installation(s) You will

- 1) conduct a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit unless
  - 1.1) this function is continuously monitored
  - 1.2) a ring circuit or one break of wire(s) will not prevent an alarm signal being transmitted
- 2) conduct a test at least once a week for the purpose of ascertaining the condition of
  - 2.1) the connection with the public fire station central fire alarm depot or public fire brigade control unless You have with a written undertaking from the public fire brigade that they will carry out this test
  - 2.2) the relevant batteries provided that where the circuit is not continuously monitored test must be made and recorded every working day
  - 2.3) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installation(s) and obtain from them following each inspection certification that they are in satisfactory working order
  - 2.4) conduct a test every week for the purpose of ascertaining that the alarm bell is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open
  - 2.5) conduct tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests
  - 2.6) conduct quarterly or half-yearly tests if required by Us to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
  - 2.7) remedy promptly any defect disclosed by such tests or otherwise
  - 2.8) notify Us before any installation is rendered inoperative or immediately in the event of emergency

We shall have access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation(s)

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

#### **Intruder Alarm Installation**

Where the Premises are protected by an Intruder Alarm Installation

- 1) such installation is not altered or amended in any way unless such amendment or alteration has been

agreed in writing by Us

- 2) such installation is maintained under contract with the installers or as otherwise approved by Us
- 3) You shall immediately notify Us upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced delayed or withdrawn
- 4) the Premises will not be left Unattended without Our agreement
  - 4.1) unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation
  - 4.2) where the level of response is reduced to no police attendance or keyholder response only
- 5) You shall appoint at least 2 keyholders and lodge written details (which must be kept up to date) with the
  - 5.1) alarm company
  - 5.2) alarm receiving centre  
and
  - 5.3) police and or the local authority if they so require
- 6) in the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set a keyholder shall attend the Premises as soon as possible in order to confirm the security of the Buildings and reset the Intruder Alarm Installation in its entirety.

If the Intruder Alarm Installation cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a keyholder must remain at the Premises unless We agree otherwise

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

## Section Exclusions

We will not indemnify You for

- 1) delay loss of market loss of use or subsequent or inevitable loss and or Damage of any kind unless specifically insured as an item under this Section
- 2) Damage to any Property more specifically insured by You or on Your behalf
- 3) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by a Specified Peril that is not otherwise excluded
- 4) Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure
- 5) Damage to motor vehicles or their contents more specifically insured
- 6) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment
- 7) Damage
  - 7.1) which originated prior to the inception date of this Section
  - 7.2) in respect of electrical appliances or installations caused by self-ignition short circuiting overrunning or excessive pressure
- 8) Damage attributable solely to change in the water table level
- 9) the Excess amount stated in the Schedule

# Business Interruption Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### **Additional Increased Cost of Working**

means the insurance under this item extends to include further additional expenditure up to the Sum Insured stated in the Schedule beyond that recoverable under Gross Profit or Revenue necessarily and reasonably incurred during the Indemnity Period in consequence of the Incident

### **Annual Rent Receivable**

means the Rent Receivable during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Rent Receivable realised during the period between the date You commenced Your Business and the Incident

### **Annual Revenue**

means the Revenue during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Revenue realised during the period between the date You commenced Your Business and the Incident

### **Annual Turnover**

means the Turnover during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Turnover realised during the period between the date You commenced Your Business and the Incident

### **Business Interruption**

means an Incident resulting from interruption of or interference with Your Business carried on at the Premises in consequence of an Incident

### **Customers Accounts**

means all the credit accounts of Your Business.

### **Disease**

means any of the following diseases sustained by any person acute encephalitis acute infectious hepatitis acute meningitis acute poliomyelitis anthrax botulism brucellosis cholera diphtheria enteric fever (typhoid or paratyphoid) food poisoning haemolytic uraemic syndrome(HUS) infectious bloody diarrhoea invasive group A streptococcal disease legionellosis leprosy malaria measles meningococcal septicaemia mumps plague rabies rubella SARS scarlet fever smallpox tetanus tuberculosis typhus viral haemorrhagic fever (VHF) whooping cough and yellow fever

### **Estimated Gross Profit**

means the amount declared by You to Us as representing not less than the Gross Profit which it is anticipated will be earned by Your 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

### **Estimated Rent Receivable**

means the amount declared by You to Us as representing not less than the Rent Receivable which it is anticipated will be earned by Your 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

### **Estimated Revenue**

means the amount declared by You to Us as representing not less than the Revenue which it is anticipated will be earned by Your 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

### **Gross Profit**

means the amount by which

the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses

The closing stock and work in progress and opening stock amounts shall be arrived at in accordance with Your usual accounts methods

**Rent Receivable**

means the money paid or payable to You for tenancies and other charges and for services rendered in the course of Your Business at the Premises

**Revenue**

means the money paid or payable to You for services rendered in the course of Your Business at the Premises less the amount of any Uninsured Working Expenses.

**Indemnity Period**

means the period commencing from the date of the Incident and ending no later than the Maximum Indemnity Period stated in the Schedule during which the results of the Business are affected in consequence of the Damage.

**Maximum Indemnity Period**

means the number of months stated against each item detailed in the Schedule unless stated otherwise by Endorsement.

**New Business**

means for the purpose of any basis of claims settlement an Incident occurring before You have completed Your first 12 months Business trading at the Premises

**Outstanding Debit Balances**

means an estimate of the total debit declared at the time of the Incident adjusted for

- 1) bad debts
- 2) amounts debited or invoiced but not debited and credited including credit notes and money not passed through Your books of accounts at the time of the Incident to Customers Accounts in the period between the last statement date and Incident
- 3) any abnormal condition of trade which had or could have had a material effect on Your Business so that the figures adjusted shall represent as nearly as practicable those which would have applied at the Incident

**Rate of Gross Profit**

means the rate of Gross Profit earned on the Turnover during the financial year immediately before the Incident or for a New Business on the Turnover during the period between the date You commenced Your Business and the Incident

**Standard Rent Receivable**

means the Rent Receivable during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the date You commenced Your Business and the date of the Incident

**Standard Revenue**

means the Revenue during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Revenue realised during the period between the date You commenced Your Business and the date of the Incident

**Standard Turnover**

means the Turnover during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the date You commenced Your Business and the Incident

**Turnover**

means the money paid or payable to You for goods sold and delivered and for services rendered in the course of Your Business at the Premises

**Uninsured Working Expenses**

means any standing charges of Your Business not insured by this Section having been deducted in arriving at the Sum Insured noted in the Schedule to this Section

All the additional Section Definitions above will be subject to adjustments as may be necessary to provide for the trend of Your Business and for variations in or other circumstances affecting Your Business either before or after the Incident or which would have affected Your Business had the Incident not occurred so that the figures thus adjusted shall 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

## Section Cover

Business Interruption occurring in the Indemnity Period following an Incident during the Period of Insurance caused by the operation of a Specified Peril insured under Material Damage Section

Provided that at the occurring of the Business Interruption there shall be in force an insurance covering Your interest in the Property insured at the Premises against such Damage and that payment

1) shall have been made or liability admitted

or

2) would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

### Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and or Endorsement to this Section

### Basis of Claims Settlement

The following settlement headings apply when the insured item(s) below are stated in the Schedule to this Section

#### Estimated Gross Profit or Gross Profit

means the insurance under this item is limited to loss of Gross Profit due to

1) reduction in Turnover

and

2) Increased Cost of Working

and the amount payable as Indemnity thereunder shall be

a) for 1) the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Incident

b) for 2) the additional expenditure (subject to the provisions of the Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

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

provided that if the Sum Insured by the item on Estimated Gross Profit or Gross Profit be less than the sum produced by applying the Rate of Gross Profit to the annual Turnover or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced.

#### Estimated Revenue or Revenue

means the insurance under this item is limited to

1) loss of Revenue

and

2) Increased Cost of Working

and the amount payable as Indemnity thereunder shall be

a) for 1) the amount by which the Revenue during the Indemnity Period shall fall short of the Standard Revenue in consequence of the Incident

b) for 2) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or

diminishing the reduction in 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 the reduction in Revenue thereby avoided

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

provided that if the Sum Insured by the item on Estimated Revenue or Revenue be less than the Annual Revenue or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced

**Estimated Rent Receivable or Rent Receivable**

means the insurance under this item is limited to

1) loss of Rent Receivable

and

2) Increased Cost of Working

and the amount payable as Indemnity thereunder shall be

a) for 1) the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of the Incident

b) for 2) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of the reduction in Rent Receivable thereby avoided

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

provided that if the Sum Insured by the item on Estimated Rent Receivable or Rent Receivable be less than the Annual Rent Receivable or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced

**Increased Cost of Working**

means the insurance under this item is limited to Increased Cost of Working and the amount payable as Indemnity shall be the additional expenditure incurred in

a) in moving to or from temporary Premises

b) as rent rates taxes and expenses to equip and or make suitable the temporary Premises for Your Business

c) as staff payments or overtime

d) for advertising

as We agree may be necessarily and reasonably incurred in order to minimise any interruption or interference with Your Business during the Indemnity Period in consequence of the Incident but limited for all additional expenditure to no more than 50 per cent of the Sum Insured by the item Increased Cost of Working during the first 3 months following the Incident or 10 per cent of the Sum Insured by the item Increased Cost of Working in any subsequent month

**Additional Increased Cost of Working**

means the insurance under this item is limited to Additional Increased Cost of Working and the amount payable as Indemnity shall be additional expenditure incurred as We agree may be necessarily and reasonably incurred in order to minimise any interruption or interference with Your Business during the Indemnity Period in consequence of the Incident beyond that recoverable as Increased Cost of Working provided for elsewhere in this Section.

## Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

### Specified and Unspecified Suppliers and Specified and Unspecified Customers

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section

- 1) to property at the premises of Your suppliers in the Territorial Limits as Specified or Unspecified Supplier(s) but excluding the premises of any supply undertaking from which You obtain gas electricity or water
- 2) to property at the premises of Your customers in the Territorial Limits as Specified or Unspecified Customer(s)

1) and 2) are stated in the Schedule as Specified and Unspecified Suppliers and Specified and Unspecified Customers

### Denial of Access

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section occasioned by Damage to Property in the vicinity of the Premises which prevents or hinders the use or access to the Premises whether the Premises or Your Property suffers Damage or not but excluding Damage to Property of any supply undertaking from which You obtain gas electricity or water which prevents or hinders the supply of such services to the Premises stated in the Schedule as Denial of Access

### Public Utilities

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section to property at the premises of any public supply undertaking including the land based lines and cables carrying the supply to the terminal point of Your Premises in the Territorial Limits from which You obtain gas electricity water or telecommunications but excluding

- 1) telecommunications where such failure is for a period of less than 24 hours
- 2) electricity gas or water where such failure is for a period of less than 1 hour
- 3) any failure caused by
  - a) the deliberate act of any supply authority or by the exercise by any such supply authority of its power to withhold or restrict supply due to drought or any other reason
  - b) strikes or any labour or trade dispute
  - c) other atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions
  - d) loss resulting from error or omission in the design plan or specification of such land based lines and cables operational error or omission faulty workmanship or faulty materials employed in the original product and or original installation of such property

the Maximum Indemnity Period under this extension shall be 3 months and stated in the Schedule as Public Utilities

### Infectious Diseases

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of closure of the Premises or part thereof on the order advice or stipulation of any government or local authority as a result of

- 1) any human infectious or human contagious Disease (excluding Acquired Immune Deficiency Syndrome [AIDS] or an AIDS-related condition) manifested by any person whilst at the Premises or within a 25 mile radius of the Premises
- 2) murder or suicide occurring at the Premises
- 3) injury or illness sustained by any visitor arising from or traceable to foreign or injurious matter in food or drink provided on the Premises
- 4) defects in the drains or other sanitary arrangements at the Premises or the Premises becoming infested with vermin or pests

1) – 4) are stated in the Schedule as Infectious Diseases

For the purpose of this Extension Indemnity Period means the period during which the results of Your Business are affected in consequence of the outbreak or Event beginning with the date when restrictions on the Premises are imposed and ending not later than the Indemnity Period

#### **Alternative Trading**

If during the Indemnity Period goods shall be sold accommodation provided or services shall be rendered elsewhere than at the Premises for the benefit of Your Business either by You or by others on Your behalf the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the Turnover Revenue or Rent Receivable during the Indemnity Period

#### **Automatic Reinstatement**

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section shall not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

#### **Book Debts**

The insurance by this Section extends to include an Incident where You are unable to trace or establish the Outstanding Debit Balances in whole or in part following Damage to Your books of account or other Business books or documents at the Premises or any premises occupied by persons acting on Your behalf to which Your Business records are temporarily removed or in Transit within the Territorial Limits but excluding an Incident resulting from

- 1) records being mislaid or misfiled
- 2) the deliberate falsification of records or by any bookkeeping accounting or other error or omission
- 3) dishonest or fraudulent act by Your Employees or by any person acting on their behalf

The insurance provided by this Extension is limited to an Incident You sustain in respect of Outstanding Debit Balances directly due to the Incident and the amount payable in respect of any one event of an Incident shall not exceed

- a) the difference between
  - i) the Outstanding Debit Balances and
  - ii) the total of the amounts received or traced in respect thereof

and

- b) the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Incident

provided that if the Sum Insured by this item be less than the Outstanding Debit Balances the amount payable will be proportionately reduced

Our maximum liability under this Extension shall not exceed the amount stated in the Schedule any one occurrence

It is a condition precedent to any liability of Ours under this Extension that

- a) You will keep a monthly record of the amounts outstanding in Your Customer Accounts as set out in Your books of account and that such records be kept at a place other than the Premises
- b) if there are fire-resisting safes or cabinets at the Premises Your books or records used for Your Business in which Customer Accounts are shown must be kept in such safes or cabinets when not in use

#### **Contract Sites**

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage at any location within the Territorial Limits not in Your occupation where You are carrying out a contract in connection with the Business

Our maximum liability under this Extension shall not exceed £25,000 any one occurrence

### **Departmental**

If the Business be conducted in departments the independent trading results of which are ascertainable, the provisions of clauses a) and b) of the items on Estimated Gross Profit/Gross Profit or Estimated Revenue/Revenue under this Section shall apply separately to each department affected by the Incident, except that if the Sum Insured by the said item be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the Business whether affected by the Incident or not to its relative Annual Turnover or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced

### **Exhibition Sites**

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage at any location within the Territorial Limits not in Your occupation where You are exhibiting Your goods for sale

Our maximum liability under this Extension shall not exceed £25,000 any one occurrence

### **Payments on Account**

Payments on account will with Our consent be made to You during the Indemnity Period

### **Professional Accountants and Legal Fees**

This Extension provides insurance for reasonable fees payable to Your

- 1) professional accountants if at the time they are regularly acting on Your behalf to produce and or report any particulars details other proofs information and or evidence We may require investigating or verifying any claim from Your books of account or other Business books and or documents
- 2) lawyer for determining contractual rights under any rent cessor or insurance break clause contained within a lease

but this Extension does not cover any fees relating to the preparation of any claim

### **Patterns and Moulds**

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage to patterns jigs models templates moulds dies tools plans drawings and designs Your Property or held by You in trust or on commission for which You are responsible whilst at any Premises within the Territorial Limits of any machine makers engineers founders or other metal workers and whilst in transit thereto and therefrom by road or rail elsewhere than at any Premises which you occupy

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

### **Property Stored**

The insurance by this Section extends to include interruption of or interference with Your Business following an Incident to Your Property whilst stored at premises of sub-contractors or third parties situated anywhere within the Territorial Limits elsewhere than at the Premises

Our maximum liability under this Extension shall not exceed £25,000 any one occurrence

### **Transit**

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage to Property Insured whilst in transit by road or rail within the Territorial Limits but excluding Damage arising from impact to or collision with the conveying road or rail vehicle

Our maximum liability under this Extension shall not exceed £25,000 any one occurrence

## **Section Conditions**

### **Claims (Action to be taken by You)**

It is a condition precedent to liability that

- 1) in the event of an Incident in consequence of which a claim is or may be made under this Section You will
  - a) notify our appointed claims administrator, Woodgate & Clark Limited as soon as is reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such event:

Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT

Tel: 01732 848077  
Email: new.claims@woodgate-clark.co.uk

- b) deliver to our appointed claims administrator at your own expense within 7 days full details of any Incident caused by Specified Peril 5) Riot Civil Commotion Strikers Locked-out Workers or Specified Peril 6) Malicious Persons
  - c) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Your Business or to avoid or diminish the loss
- 2) in the event of a claim being made under this Section You will at Your own expense
- a) as soon as is reasonably practicable deliver to our appointed claims administrator in writing particulars of Your claim
  - b) together with details of all other insurances covering property used by You at the Premises for the purpose of the Your Business or any part of it or any resulting Business Interruption
  - c) deliver to our appointed claims administrator such books of account and other Business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may be reasonably required by Us for the purpose of investigating or verifying the claim together with if requested provide a statutory declaration of the truth in respect of the claim and any relevant details
- 3) any Payments on account of the claim already made will be repaid to Us if this Condition is not complied with

**Condition of Average (underinsurance)**

If the Sum Insured by items for Gross Profit Revenue or Rent Receivable is less than the corresponding Estimated Gross Profit Revenue or Rent Receivable figures disclosed by You then Our liability shall be limited to that proportion which the Sum Insured on each item bears in relation to the corresponding estimate

**Current Cost Accounting**

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

**Declaration Linked**

Where an item in the Schedule features the suffix "D"

The Condition of Average (underinsurance) is deleted and Our liability will not exceed in respect of Gross Profit

Revenue or Rent Receivable 133.33 per cent of the Estimated Gross Profit Estimated Revenue or Estimated Rent Receivable stated and 100 per cent of the Sum Insured by other items or such other amounts as may be substituted

The premium paid may be adjusted by Us on receipt of a declaration of Gross Profit Revenue or Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance as reported by Your auditors

If an incident gives rise to a claim for loss of Gross Profit Revenue or Rent Receivable the above mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Profit Revenue or Rent Receivable was reduced during the financial year solely in consequence of the Incident

If the declaration amount adjusted as above and proportionately increased where the maximum Indemnity Period exceeds 12 months is less than the Sum Insured on Gross Profit Revenue or Rent Receivable for the relative Period of Insurance we will allow a pro rata return of premium not exceeding 50 per cent of the premium paid

**Value Added Tax**

To the extent that You are accountable to H.M. Revenue and Customs for Value Added Tax all terms in this Section shall be exclusive of such tax

# Liability Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### **Asbestos**

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos asbestos fibres or particles or any derivatives of asbestos

### **Bodily Injury**

means physical or mental injury including death illness disease mental anguish or shock but not defamation

### **Excess**

means the first amount payable to You of any other person entitled to indemnity of each and every claim before We shall be liable to make any payment

If any payment made by Us includes the amount for which You or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

### **Offshore Activity**

means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation

### **Offshore Installation**

means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been is or will be engaged in Production

### **Principal**

means any person employer firm company ministry or authority for whom You carry out a contract for the performance of work

### **Product Supplied**

means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by You in the course of Your Business in or from the Territorial Limits

### **Offshore Production**

means the processes of prospecting for or extraction separation storage treatment or distribution of oil or gas

### **Terrorism**

means any act including but not limited to the use of force or violence and or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and or to put the public or any section of the public in fear

## Employers' Liability Subsection

### Subsection Cover

We will indemnify You against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits arising out of and in the course of employment with You in connection with Your Business

### Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Asbestos or Terrorism

### Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

### Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at Your request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- 1) the judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits
- 2) there is no appeal outstanding
- 3) if any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us
- 4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule

### Work Overseas

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to any Employee whilst undertaking work on a temporary basis within any country

outside of the Territorial Limits which is a member of the European Union provided that

- 1) any such Employee is ordinarily resident within the Territorial Limits
- 2) We shall not provide indemnity in respect of any amount payable under Workers' Compensation Social Security or Health Insurance legislation

### Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of which compulsory insurance or security is required to be arranged by You under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- 2) caused by or arising from any Offshore Activity

## Public Liability Subsection

### Subsection Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property
- 3) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- 4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business

### Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
  - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
- 2) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

### Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

### Buildings Temporarily Occupied

Subsection Exclusion 5.2) shall not apply to liability for Damage to buildings including contents therein which are not owned leased or rented by You but are temporarily occupied by You for the purpose of maintenance alteration extension installation or repair

### Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of damage arising out of any claim under Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against You during the Period of Insurance provided that

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed the amount stated as Limit of Indemnity in the Schedule to this Subsection
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
  - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
  - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
  - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
  - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
  - 3.6) against Contractual Liability
  - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

**Defective Premises Act**

The indemnity provided by this Subsection shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises previously owned or occupied by You for purposes pertaining to Your Business and which have since been disposed of by You provided that We shall not provide indemnity against liability

- 1) for which indemnity is provided by any other insurance
- 2) for the costs of remedying any defect or alleged defect in such Premises

**Leased or Rented Premises**

Subsection Exclusion 5.2) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to You provided that We shall not provide indemnity against

- 1) Contractual Liability
- 2) the first £500 of each and every Event of Damage to Premises caused other than by fire or explosion

**Motor Contingent Liability**

Notwithstanding Subsection Exclusions 2.3) We will indemnify You and no other person for the purpose of this Extension against legal liability for damages in respect of Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by You being used in the course of Your Business provided that We shall not provide indemnity against liability

- 1) in respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon
- 2) for which indemnity is provided by any other insurance
- 3) caused or arising whilst such vehicle or trailer is
  - 3.1) engaged in racing pace-making reliability trials or speed testing
  - 3.2) being driven by You
  - 3.3) being driven with Your general consent or Your representative by any person who to Your knowledge or other such 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
  - 3.4) used elsewhere other than within the Territorial Limits

**Motor Vehicles**

Subsection Exclusions 2.3) shall not apply to liability caused by or arising from

- 1) the use of plant as a tool of trade at Your Premises or on any site at which You are working
- 2) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- 3) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that We shall not provide indemnity against liability
  - a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
  - b) for which indemnity is provided by any other insurance

**Overseas Personal Liability**

We will indemnify You or at Your request

- 1) any director partner or Employee of Your Business
- 2) any spouse or child of Yours or any persons stated who are accompanying such persons

against liability incurred by such persons in a personal capacity in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with Your Business provided that

- 1) any person entitled to indemnity under this Extension shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

- 2) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified
- 3) We shall not provide indemnity against
  - 3.1) Contractual Liability
  - 3.2) liability for which indemnity is provided by any other insurance
  - 3.3) liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension
  - 3.4) liability in respect of Bodily Injury to any person entitled to indemnity under this Extension
- 4) liability caused by or arising from
  - 4.1) the ownership or occupation of land or buildings
  - 4.2) the carrying on of any business profession trade or employment
  - 4.3) the ownership possession or use of animals other than horses or domestic dogs or cats

**Pollution or Contamination Clean Up Costs**

These definitions apply to this Extension wherever these words or phrases appear with an upper case letter

**Environmental Legislation**

means any legislation for the protection of the environment or control of Pollution or Contamination

**Pollution or Contamination**

means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

**Remediation**

means works or operations to treat remove or dispose of Pollution or Contamination but excludes works or operations to

- 1) reinstate reintroduce or restore flora or fauna
- 2) restore natural habitats or species protected under Environmental Legislation

We will also indemnify You in respect of Pollution or Contamination occurring within the Territorial Limits caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and We will also indemnify You against

- 1) the costs of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental Legislation to be conducted by You and
- 2) liability for the costs of any Remediation conducted by any statutory authority or regulator and legally sought from You by that statutory authority or regulator in accordance with the terms of any Environmental Legislation provided that
  - 2.1) all Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place
  - 2.2) under this Extension We shall indemnify You only to the extent that the Remediation to which the indemnified costs relate is the minimum necessarily conducted under the provisions of Environmental Legislation
  - 2.3) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation arising out of Pollution or Contamination
    - a) occurring outside the Territorial Limits
    - b) consisting of any radioactive substances or Asbestos
    - c) caused by any Product Supplied

- d) caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft
  - e) arising out of genetically modified organisms
- 2.4) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation carried out on or in order to protect any Property belonging to or in Your custody or under the control other than premises leased rented hired and not belonging to You but temporarily occupied by You for the purpose of maintenance alteration extension installation or repair
- 2.5) Our liability under this Extension for costs payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in the aggregate exceed £100,000 and the total amount payable
- a) under this Extension and
  - b) otherwise under this Subsection for all damages in respect of Pollution or Contamination as defined in Policy Definitions which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the amount stated as the Limit of Indemnity for this Subsection in the Schedule
- 2.6) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation to the extent they relate to
- a) any measures to prevent the spread of any Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination
  - b) the removal or disposal of any waste deposited by You or on Your behalf
  - c) any amounts payable by way of compensation to third parties affected by such Pollution or Contamination
  - d) any amounts payable by way of fines or penalties
  - e) any costs and expenses incurred by You or prosecution costs and expenses awarded against You in connection with any criminal proceedings arising out of the Pollution or Contamination
  - f) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to Event that caused the Pollution or Contamination

### **Work Overseas**

The indemnity provided shall extend to apply in respect of liability caused by or arising from

- 1) work being undertaken on a temporary basis by any person within any country outside of the Territorial Limits which is a member of the European Union

### **Subsection Exclusions**

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) caused by or arising from the ownership or possession or use by You or on Your behalf of any
  - 2.1) aircraft or aerospace device or hovercraft
  - 2.2) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length
  - 2.3) mechanically propelled vehicle
    - a) for which compulsory insurance or security is required under any legislation governing the use of the vehicle
    - b) where indemnity is provided by any other insurance.

- 3) caused by or arising from any Product Supplied after it has ceased to be in Your custody or under Your or any Employees control other than food or drink for consumption on Your Premises
- 4) Contractual Liability unless the sole conduct and control of claims is vested in Us but We will not in any Event provide indemnity in respect of liquidated damages or liability under any penalty clause or Damage to Property which comprises contract works executed
- 5) in respect of Damage to Property
  - 5.1) belonging to You
  - 5.2) in Your or any Employees custody or under their control other than personal effects including vehicles and their contents of any visitor director partner and or Employee of Yours
  - 5.3) being that part of any Property on which You or any Employee or agent of Yours is or has been working where Damage arises out of such work
- 6) for the Excess amount stated in the Schedule to this Subsection other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to You

## Products Liability Subsection

### Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property

occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product Supplied

### Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
  - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
  - 1.2) in respect of any Event occurring within or claims brought under the laws of the United States of America or Canada or any other territory which operates under such laws the Limit of Liability applicable shall be the maximum amount payable including any costs and expenses for which an indemnity is provided
- 2) Except as stated in paragraph 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

### Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

#### Consumer Protection & Food Safety Acts

We will provide indemnity to You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect of
  - 2.1) fines or penalties of any kind
  - 2.2) any circumstances for which indemnity is provided by any other insurance
  - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

### Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business

- 2) in respect of Damage to or the costs or expenses of recalling repairing replacing altering removing or making any refund in respect of any Product Supplied caused by or arising from
  - 2.1) any defect in or the harmful nature of or the unsuitability for its intended purpose of such Product Supplied
  - 2.2) an error or fault in connection with the sale supply or presentation of such Product Supplied
- 3) caused by or arising from any Product Supplied whilst in Your custody or under Your or any Employees control
- 4) caused by or arising from any Product Supplied which to Your knowledge for
  - 4.1) use in or on any aircraft or aerospace device
  - 4.2) aviation or aerospace purposes
  - 4.3) use in the safety or navigation of marine craft of any sort
- 5) caused by or arising from any Product Supplied which to Your knowledge is for use in or supply to the United States of America or Canada
- 6) arising from a Contractual Liability other than liability arising out of a condition or warranty of goods implied by law
- 7) for the Excess amount stated in the Schedule to this Subsection

### **Section Extensions**

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

### **Additional Activities**

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to Your Business

- 1) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services
- 2) the ownership repair maintenance and decoration of Your Premises
- 3) private work carried out by any Employee with Your consent for any director partner or senior official of Yours
- 4) participation in exhibitions trade fairs conferences and the like
- 5) sponsorship of events or organisations or entities or individuals
- 6) repair maintenance or servicing of Your own mechanically propelled vehicles
- 7) provision of gifts and promotional material

### **Claimants' Costs and Expenses**

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies

### **Costs of Court Attendance**

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will reimburse You at the following rates per day for each day on which attendance is required

- 1) any director or partner of the Insured £500
- 2) any Employee £250

### **Cross Liabilities**

If the Insured comprises of more than one party We will under the Public Liability and Product Liability Subsections provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

### **Defence Costs and Expenses**

We will provide indemnity in respect of all

- 1) costs incurred with Our written consent of legal representation at any
  - 1.1) coroner's inquest or other inquiry in respect of any death
  - 1.2) proceedings in any court in respect of any act or omission causing or relating to any Event
- 2) other costs and expenses incurred with Our written consent in relation to any matter

### **Health and Safety at Work Act**

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect of
  - 2.1) fines or penalties of any kind
  - 2.2) any circumstances for which indemnity is provided by any other insurance
  - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission
  - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
  - 2.5) proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed
  - 2.6) proceedings which relate other than to the health safety or welfare of any Employee and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed
  - 2.7) proceedings which relate to Products Supplied unless Products Liability Subsection is operative at the time when the offence was committed
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

### **Indemnity to Other Persons**

We will also provide indemnity as if a separate Policy had been issued

- 1) to the legal personal representatives of Yours or any other person entitled to indemnity under this Policy but only in respect of liability incurred by You or such other person
- 2) to any Principal but only to the extent required by the contract for work and not any Principal who is located within the United States of America or Canada
- 3) to any owner of plant hired to You but only to the extent required by the conditions of the contract of hire not any such owner who is located within the United States of America or Canada
- 4) at Your request to

- 4.1) any officer or member of Your catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
- 4.2) any director or partner or Employee of Yours while acting in connection with Your Business in respect of liability for which You would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against You

provided that

- a) any persons specified above shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply
- b) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

**Manslaughter and Corporate Manslaughter Defence Costs**

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection

with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) Our liability under this Extension for all costs and expenses shall not exceed £5,000,000 or the amount stated as the Limit of Liability for the Public Liability Subsection in the Schedule whichever is the lower in the aggregate during any one Period of Insurance
- 3) all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability
- 4) We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment
- 5) We shall not provide indemnity in respect of
  - 5.1) fines or penalties of any kind or the cost of implementing any remedial order or publicity order
  - 5.2) costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against You or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed
  - 5.3) costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance proceedings
    - a) brought within any country outside of the Territorial Limits
    - b) consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
    - c) which arise out of any activity or risk excluded by this Policy
    - d) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business
    - e) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your

Business and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed

- f) which relate to Products Supplied unless the Products Liability Subsection is operative at the time when the offence was committed
- 6) the director or partner or Employee shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

## Section Conditions

### Avoidance of Certain Terms and Rights of Recovery

The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within the Territorial Limits or Offshore Installations within the continental shelf around those countries may require but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

### Claims (Contribution)

If at the time of any Event to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same Damage or liability We shall not be liable under this Section except in respect of any Excess beyond the amount which would be payable under such other insurance had this Section not been effected

### Claims (Discharge of Liability)

We may at any time at Our sole discretion

- 1) under Employers Liability Subsection pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims
- 2) under Public Liability or Products Liability Subsections pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment

provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable Our liability under Public Liability or Products Liability Subsections for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims

## Section Exclusions

We shall not provide indemnity

- 1) under the Public Liability or Products Liability Subsections against liability in respect of Pollution or Contamination occurring
  - 1.1) within the United States of America or Canada
  - 1.2) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance

provided that

in respect of any liability for which indemnity is not excluded under Exclusion 1. 2) above

- a) all Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place
- b) the liability for all damages under the Public Liability or Products Liability Subsections payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections

- 2) under the Public Liability or Products Liability Subsections against liability caused by or arising from advice design or specification You provided for a fee
- 3) under the Public Liability or Products Liability Subsections against liability
  - 3.1) in respect of mental injury mental anguish or shock or fear of suffering death Bodily Injury illness or Disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos
  - 3.2) for the costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos
- 4) against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

## Specified All Risks Section

### Section Cover

Damage occurring during the Period of Insurance to Property stated in the Schedule

### Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown for each Item in the Schedule in respect of any one Period of Insurance

### Section Exclusions

We shall not indemnify You for

- 1) subsequent or inevitable loss of any kind
- 2) Damage caused by
  - a) inherent vice or latent defect or gradual deterioration or wear and tear or frost or change in water table level or its own faulty or defective design or materials and gradual operating cause
  - b) faulty or defective workmanship or operational error or omission on Your or any Employees part but this will not exclude subsequent Damage which itself results from a cause not being otherwise excluded
- 3) Damage caused by
  - a) corrosion or rust or wet or dry rot or shrinkage or evaporation or loss of weight or dampness or dryness or marring or scratching or vermin or insects
  - b) change in temperature or atmospheric or climatic conditions
  - c) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originatesbut this shall not exclude
  - i) Damage which itself results from any operative Specified Peril under the Material Damage Section or from any other cause not otherwise excluded
  - ii) subsequent Damage which itself results from a cause not otherwise excluded
- 4) Damage from Unattended Conveyance vehicle and or trailer unless the Property is kept within the boot or secure compartment which is secured by all locks and other protections
- 5) Damage caused by
  - a) acts of fraud or dishonesty by Your Employees
  - b) unexplained disappearance or unexplained or inventory shortage or misfiling or misplacing of information
  - c) any process of fitting or testing or servicing or repair or renovation or adjustment
- 6) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by any operative Specified Peril under the Material Damage Section
- 7) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment
- 8) the Excess amount stated in the Schedule

# Money Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Money

means the face value of cash (notes and coins) cheques giro cheques travellers cheques postal or money orders bankers drafts current postage and revenue stamps unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds holiday with-pay stamps bills of exchange credit and debit card sales vouchers luncheon vouchers consumer redemption vouchers trading stamps gift tokens VAT purchase invoices all pertaining to Your Business and belonging to You or for which You are responsible

### Basis of Claims Settlement

means the amount payable will be the value of the Money up to the Limit of Liability or other Property insured at the time of the Damage or at Our option the reinstatement or replacement of such other property or any part of it

### Benefits

means the amounts payable in respect of

- a) death
- b) loss of limbs which shall mean total loss of use or loss by physical separation at or above the ankle or wrist of one or more limbs
- c) loss of sight which shall mean total irredeemable and irrecoverable loss of sight in one or both eyes
- d) permanent total disablement which shall mean permanent total disablement from engaging in or attending to business of any kind
- e) temporary total disablement which shall mean temporary disablement entirely preventing the Insured Person from engaging in or attending to his or her usual occupation

### Bodily Injury

means physical or mental injury caused solely by assault following Specified Peril 16) Theft or Attempted Theft but not Disease

### Business Hours

means the period during which the Premises are occupied for Your Business and during which You or any Insured Person entrusted with Money is in the Premises or at the sites of contract

### Insured Person

means You or any partner director or Employee of Yours

### Section Cover

Loss of Money by any cause occurring at the Premises or in transit or at a private residence of Yours or an Insured Person anywhere within the Territorial Limits during the Period of Insurance

### Limit of Liability

Our liability under this Section shall not exceed the Limits and or Benefits stated in the Schedule

### Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

### Bank Night Safe

This extension provides insurance for Money deposited in a recognised bank night safe until processed into Your account up to the amount specified under item (a) of the schedule of limits

### Company Credit Cards

This extension provides insurance for losses incurred by You following theft of a company credit card by a third party not being an Insured Person

This extension applies only in respect of unauthorised use of a company credit card by the said third party

subject to a limit of £1,000 for any one Event and not exceeding £5,000 for any one Period of Insurance provided that

- 1) You fully comply with the terms and conditions imposed by the issuer of the card
- 2) any losses being reported to the police and the issuer of the card within 24 hours of discovering the loss
- 3) Our liability shall not apply in respect of any losses recoverable from or cancelled or rescinded by the issuer of the card

#### **Damage to**

- 1) cases bags belts or waistcoats whilst being used for the transit of Money
- 2) safes strong rooms and stamp franking machines
- 3) cash registers provided they are left open outside of Business Hours

that are Your Property or for which You are responsible caused directly by Specified Peril 16) Theft or Attempted Theft or any attempted theft of Money

#### **Fidelity**

This Extension provides insurance for theft of Money arising from any act of fraud or dishonesty by any Insured Person provided that the theft of Money is discovered by You within 30 days of an act of fraud or dishonesty having first been committed by such Insured Person whether acting solely or in collusion

Our maximum liability is up to £10,000 for any one Period of Insurance

#### **Keys**

This Extension provides insurance for the cost of replacement keys or lock mechanisms of safes or strong rooms with Our consent following theft of keys by force or violence

Our maximum liability is up to £5,000 any one Event and £10,000 any one Period of Insurance

#### **Non-negotiable Money**

Crossed cheques crossed money orders crossed postal orders crossed bankers drafts unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds credit and debit card sales vouchers and VAT purchase invoices subject to a limit of £250,000 for any one Event

#### **Bodily Injury**

We will pay Benefits stated in the Schedule in respect of any Bodily Injury sustained by any Insured Person in the course of the Your Business where such Bodily Injury arises directly from assault following Specified Peril 16) Theft or Attempted Theft provided that

- 1) Benefits shall be payable only under one of items 1, 2 or 3 of the Schedule
- 2) Benefits shall not be payable to any person whose age exceeds 70 years

#### **Personal Effects**

This extension provides insurance for Damage to clothing or personal effects other than motor vehicles of any Insured Person following Specified Peril 16) Theft or Attempted Theft

Our maximum liability is up to £500 per person

#### **Vending Machines**

This extension provides insurance for loss of Money by forcible and violent means from any vending machine at the Premises

Our maximum liability is up to £250 for any one Event

## Section Conditions

### Claims (Personal Accident / Assault)

In the Event of any Bodily Injury giving rise to a claim under this Section the Insured Person will

- 1) place themselves under the care of a registered medical practitioner
- 2) submit certificates information and evidence to support a claim at Your own expense
- 3) submit to any medical examination as may be required by Us at Our expense

### Escorts Condition

Any Money whilst in transit shall be accompanied at all times by an escort of able-bodied adult persons not less in number than those specified hereunder:-

No. of People	Lower Limit	Upper Limit
1	£1	£2,500
2	£2,501	£5,000
3	£5,001	£7,500
4	£7,501	£10,000
Security Company	£10,001	£250,000

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

## Section Exclusions

We will not indemnify You for

- 1) depreciation in value dishonoured cheques or the use of counterfeit Money
- 2) any shortage of Money arising from error or omission
- 3) loss from
  - a) gaming and amusement machines
  - b) any automated teller machine or cash dispensing machine
- 3) loss of Money during transit by unregistered post
- 4) loss of Money from any Unattended Conveyance
- 5) subsequent or inevitable loss of any kind

# Goods in Transit Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Conveyance

means the method of transporting the Property as stated in the Schedule

### Computer Equipment

means

- 1) all computer equipment (including interconnecting wiring fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding
  - 1.1) computers which are an integral part of any item of process or production machinery
  - 1.2) fixed vehicle satellite navigation systems
- 2) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access, equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices Anti- Theft devices which have been approved by Us gas flooding equipment and pipe work and computer room partitioning
- 3) programs and or information stored upon fixed discs
- 4) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and or information thereon owned by or on deferred purchase leased hired rented or for which the You are responsible

### Property

means goods or merchandise related to Your Business which You own or for which You are responsible unless We state otherwise in the Schedule

## Section Cover

Damage to Property whilst in Transit within the Territorial Limits by any Conveyance

## Limit of Liability

Our liability under this Section shall not exceed the Limits of Liability stated in the Schedule or Limit stated in any Extension

## Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Extensions and where no Limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

### Clothing and Personal Effects

This Extension provides insurance for Damage caused by or following accident to the Conveyance vehicle and or trailer to any item owned worn or carried by a director partner or Employee whilst in Transit and going about Your Business

Our maximum liability is up to £500 any director partner or Employee

### Tarpaulins Sheets Ropes

This Extension provides insurance for Damage to tarpaulins sheets ropes securing chains packing materials dunnage and toggles owned by You or for which You are responsible provided that Damage is caused whilst such Property is in use on the Conveyance vehicle and or trailer owned or operated by You

Our maximum liability is £1,000 any one loss

### **Tools and Travellers' Samples**

This Extension provides insurance for Damage to director's partners or Employee tools and samples on the Conveyance vehicle and or trailer

Our maximum liability is up to £500 per vehicle and or trailer unless We state otherwise in the Schedule

### **Conditions additional to the Policy Conditions**

#### **Average (Underinsurance)**

If the value of the Property on any one Conveyance shall at the time of the Damage be collectively greater than the Limit for any one Conveyance stated in the Schedule then You will be considered as being Your own insurer for the difference and shall bear a rateable share of the Damage accordingly

#### **Claims (Action by the Insured)**

It is a condition precedent to Our liability that in the Event of Damage You will

- 1) notify Our appointed claims administrator immediately of any Event which might give rise to a claim under this Section:

Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT

Tel: 01732 848077

Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

- 2) hold liable any responsible carrier bailee or other third party in accordance with their Particular terms of trade
- 3) provide Our appointed claims administrator with a written report of the Event as soon as possible
- 4) notify the Police as soon as possible of any Specified Peril 6) Malicious Persons and or 16) Theft or Attempted Theft to the Property insured

#### **Debris Removal**

We agree to pay the costs and expenses necessarily incurred by You with Our consent in

- 1) removing debris and or damaged Property
- 2) dismantling and or demolishing the damaged Property
- 3) shoring up and or propping
- 4) the transfer of the Property from one Conveyance

to another following an accident to the original Conveyance where there has been Damage to the Property or there would have been but for the action taken to prevent Damage to the Property which is recoverable under this Section

but excluding

- a) any expense incurred in consequence of or to prevent or mitigate Pollution or Contamination or any threat or liability thereof
- b) the cost of removal of the Property from any Conveyance
- c) costs incurred in respect of obligations under pollution statutes or the actions of governmental or other executive body

Our maximum liability is up to £10,000 or 20 per cent of the Property Item stated in the Schedule whichever is the greater any one loss

#### **Own Vehicle Security**

We will not be liable for Damage caused by Specified Peril Malicious Persons and or 16) Theft or Attempted Theft whilst the Property is on or contained in any Unattended Conveyance vehicle and or trailer owned or operated by You

- 1) unless at the time of being left loaded and unattended
  - a) all doors and openings are locked
  - b) the ignition and any other security keys are removed
  - c) windows and other means of access adequately and properly secured
  - d) any audible alarm and or immobiliser is set in operation
  - e) whenever possible the Property is kept in the boot or secure compartment of an Unattended Conveyance or where no boot or secure compartment exist the Property must be covered over and hidden from view

and

- 2) during these periods
  - a) after the completion of the driver's working day
  - b) between the hours of 21.00 hours or when the Conveyance vehicle and or trailer was last occupied whichever is the earlier and until the Conveyance vehicle and or trailer is first used or 06.00 hours whichever is the later
  - c) on non- working days

unless the Unattended Conveyance vehicle and or trailer is

- i) garaged in a fully enclosed and securely locked Building
- ii) in a secure park which provides 24 hour human surveillance and perimeter gates and other entrances locked
- iii) in a public car park while under surveillance by the driver or other responsible person authorised by You

or when the Property is removed from the Unattended Conveyance vehicle and or trailer to a private dwelling house or hotel room or securely locked Building and Damage is caused by Specified Peril 6) Malicious Persons and or 16) Theft or Attempted Theft from the private dwelling house or hotel room or securely locked Buildings

## **Exclusions additional to the Policy Exclusions**

We will not indemnify You for

- 1) Damage caused by
  - a) inherent vice latent defect gradual deterioration wear and tear frost faulty or defective design or materials
  - b) disappearance or unexplained or inventory shortage
  - c) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
  - d) the deterioration of Property whilst in Transit in frozen chilled or insulated condition due to variations in temperature unless directly consequent upon Specified Peril 1) Fire and or 6) Malicious Persons and or 16) Theft or Attempted Theft and or accident to the Conveyance
  - e) or with Your connivance or any partner director or Employee of Yours
- 2) Damage due to
  - a) insufficient or faulty packing loading stowing wrongful addressing labelling or delivery
  - b) delay or loss of market or other subsequent or inevitable loss of any kind

3) Damage to

- a) jewellery or watches
- b) precious metals precious stones or articles composed of such materials
- c) wines spirits perfumes tobacco products or furs
- d) deeds documents manuscripts or plans
- e) Computer Equipment
- f) plasma screens mobile phones digital cameras or DVD players
- g) livestock
- h) explosive goods
- i) bullion
- j) money

unless We state otherwise in the Schedule

4) Damage to

- a) china glass or earthenware
- b) pictures paintings works of art plasterwork or statuary marble
- c) scientific instruments of any kind

unless caused by Specified Peril 1) Fire and or 6) Malicious Persons and or 16) Theft or Attempted Theft and or accident of the Conveyance vehicle and or trailer and or an object falling onto the Conveyance vehicle and or trailer

5) Damage to Property in or on soft-topped or open-topped or open-sided or curtain-sided Conveyance vehicles and or trailers owned or operated by You or in Your care custody or control if caused by Specified Peril 9) Storm and or 10) Flood or 16) Theft or Attempted Theft unless the Conveyance vehicle and or trailer is stolen at the same time

6) the Excess amount stated in the Schedule

# Deterioration of Stock Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### **Basis of Settlement**

means determining the cost price of the Property at the time of Damage or at Our option replacement of the Property

### **Cold Chamber**

means the cold-room or chamber in which the Property is stored at a controlled temperature

### **Damage**

means loss of or physical damage to the Property by deterioration or putrefaction

### **Property**

means stock of foodstuffs whilst in the Cold Chamber of any deep freeze at the Premises stated in the Schedule belonging to You or for which You are responsible

## Section Cover

Damage at the Premises occurring during the Period of Insurance due to or arising from

- 1) a rise or fall in temperature owing to a failure of the freezer cabinet
- 2) accidental escape or leakage of refrigerant or refrigerant fumes
- 3) accidental failure of the public or private supply of electricity

### **Limit of Liability**

Our liability under this Section shall not exceed the Sum Insured shown in the Schedule in respect of any one Period of Insurance unless stated otherwise by Endorsement

## Section Conditions

### **Automatic Reinstatement**

In the absence of written notice from Us to You to the contrary the Sum Insured by this Section will not be reduced by the amount of the agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

### **Average (Underinsurance)**

Each of the Sums Insured by this Section is declared to be separately subject to average. Whenever a Sum Insured is declared to be subject to average if such sum shall at the commencement of any Damage be less than the value of the Property insured within such Sum Insured the amount payable by Us in respect of such Damage shall be proportionately reduced

## Section Exclusions

We shall not indemnify You for

- 1) Damage caused by
  - a) Your wilful act or neglect of any partner Director or Employee or their families
  - b) the deliberate act of any electricity supply authority or the exercise by any such authority to withhold or restrict supply
  - c) the failure of freezer cabinets which are
    - i) over 15 years old
    - ii) over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company

- iii) powered by a motor in excess of 2 horse power
  - d) any operative Specified Peril under the Material Damage Section
  - e) moth or vermin or insects
  - f) wear and tear deterioration or gradually developing flaws or defects in refrigerating plant or faulty packaging of Property
  - g) the incorrect setting of thermostats or automatic controls
- 2) Damage to Property which has passed the date set by the manufacturers for consumption
  - 3) subsequent or inevitable loss of any kind
  - 4) the Excess amount stated in the Schedule

## Loss of Licence Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

#### **Basis of Claims Settlement**

means the depreciation in value of the interest of the Insured in the Premises and costs and expenses incurred by You with Our written consent in connection with any appeal in respect of forfeiture of or refusal to renew such Licence

#### **Insured/You/Your**

means the person or corporate body or organisation and any third party interest noted in the Schedule or by Endorsement. Each Insured is considered to be a separate legal entity and the Insurance provided will operate as if a separate Policy had been issued to each Insured subject to the Limit of Liability

#### **Licence**

means licence granted to the Insured in respect of the retail sale of excisable liquors at the Premises but excluding any temporary licence

### Section Cover

Loss of Licence arising solely from forfeiture under the provisions of the appropriate legislation covering the issue of such Licence or refusal to renew the Licence after due and proper application for renewal thereof

### Limit of Liability

We will indemnify You up to but not exceeding the Limit of Liability stated in the Schedule in respect of any one Period of Insurance provided that if We are liable to indemnify more than one Insured the aggregate amount of indemnity to all shall not exceed the Limit of Liability stated in the Schedule

### Conditions additional to the Policy Conditions

#### **Claims (action by You)**

It is a condition precedent to liability that in the event of the Licence being forfeited or renewal being refused You will

- 1) give notice in writing to Our appointed claims administrator, Woodgate & Clark Limited, within 24 hours of becoming aware of such Event stating the grounds upon which the decision was made:

Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT

Tel: 01732 848077  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

- 2) deliver as soon as possible thereafter a written statement substantiating any claim together with such documents statements and accounts as may be required to verify such claim and if required by Us make a statutory declaration as to the truth of such claims and give Us free access to the Premises and Your books of account or other business books or documents as may be necessary for ascertaining the value of the Premises and the goodwill in relation to the Licence
- 3) give all such assistance as We or Our appointed claims administrator may require for the purpose of an appeal against such forfeiture or refusal to renew
- 4) apply if practicable and if required by Us for the grant of a new Licence for the same or alternative Premises as may enable You to continue Your Business in similar or alternative form

#### **Claims (notification)**

It is a condition precedent to liability that You will immediately notify Our appointed claims administrator, Woodgate & Clark Limited

- 1) on becoming aware of any circumstance which may result in a claim under this Section
- 2) of any complaint prosecution or intended prosecution
  - a) in respect of the Premises or the conduct or control thereof
  - b) in relation to the honesty or moral standing of the licence-holder manager or tenant or occupier of the Premises
- 3) of any transfer or proposed transfer of the Licence tenancy or management of the Premises
- 4) of any objection to renewal of the Licence or any other matter affecting the issue of such Licence

#### **Non-contribution**

If the forfeiture or refused renewal of the Licence which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance We shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected

#### **Replacement**

If

- 1) death bankruptcy or incapacity of
- 2) conviction of
- 3) desertion of the Premises by

the licence-holder or manager or tenant or occupier of the Premises happens and consequently the Licence or its renewal may be endangered You will at Our request take all practicable steps to secure the replacement of such person by a person who will be acceptable to the licensing justices or other authority for the transfer to or renewal of the Licence

#### **Exclusions additional to the Policy Exclusions**

We will not indemnify You

- 1) in the event that compensation is payable to You by virtue of any legislation relating to the Licence
- 2) if forfeiture or non-renewal of the Licence is caused
  - a) directly or indirectly by Your misconduct or procurement or connivance or neglect or omission or failure by You to take any step necessary for keeping the Licence in force
  - b) by alteration of the Premises without consent of the appropriate authority
  - c) by the Premises
    - i) being closed for any period which is not required by law
    - ii) not being maintained in a sanitary condition or satisfactory state of repair
    - iii) being required for any public purposes or affected by any scheme of Town and Country planning or redevelopment
    - iv) by alteration of the law affecting the issue of Licences
- 3) for the loss of any extension to the normal opening hours