



# Darwin Clayton Cleaning & Facilities Management

## Policy Wording

### What's inside...

Introduction to your policy	3
How to make a Claim	7
Policy Definitions	8
General Exclusions	13
General Terms and Conditions	15
Policy Cover	20



# Contents

	<b>Page No</b>
<b>Introduction</b>	3
<b>Our Customer Care Policy</b>	4
<b>Data Protection Notice</b>	5
<b>Special Benefits for Ageas Policyholders</b>	7
<b>Definitions</b>	8–11
<b>Financial Definitions</b>	12
<b>General Exclusions</b>	13–14
<b>General Terms and Conditions</b>	15–19
<b>Employers Liability Section</b>	20–21
<b>Public and Products Liability Section</b>	22–37
<b>Property All Risks Section</b>	38–48
<b>Business Interruption Section</b>	49–53
<b>Fidelity Guarantee Section</b>	54–56
<b>Specified All Risks Section</b>	57–58

# Darwin Clayton Cleaning & Facilities Management Policy Wording

The **Insured** has applied for this insurance to Ageas Insurance Limited (the **Company**) by a **Proposal** which is the basis of this contract and is deemed to be incorporated herein and in consideration will pay the premium and any taxes due

In return the **Company** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms Conditions and Exclusions of this Policy

This Policy the Schedule and Endorsements will be read together as one document

Signed for and on behalf of Ageas Insurance Limited



François-Xavier Boisseau – CEO, Insurance  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
S053 3YA

Your Policy, Schedule and endorsements should be read carefully to ensure that they meet your requirements. They contain details of the cover, exclusions and conditions that apply. Please contact your insurance advisor if they do not meet your needs in any respect or require amendment. Please keep your Policy, Schedule and other related documents in a safe place as you will need to refer to them if you make a claim.

# Our Customer Care Policy

This insurance is underwritten and administered on behalf of Ageas Insurance Limited by Darwin Clayton (UK) Limited. In the event of a query on this insurance you should contact:

Darwin Clayton (UK) Limited  
Darwin House  
20 Mount Ephraim Road  
Tunbridge Wells  
Kent TN1 1ED

Phone: **01892 511144**  
Fax: **01892 511455**  
Email: **info@dcuk.co.uk**

If, however, you have a query in relation to a claim, contact:

Ageas Insurance Limited  
Commercial Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY

Phone: **0370 600 2123**  
Email: **claims.commercial@ageas.co.uk**

## What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If your complaint is about the way your Policy was sold to you, please contact Darwin Clayton (UK) Limited to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints) (please include your policy number and claim number if appropriate).

Customer Services Adviser  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- tell you what we have done to resolve the problem; or
- acknowledge your complaint and let you know when you can expect a full response.

We will also let you know who is dealing with the matter. We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response. If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service if:

- you have an annual turnover of less than EUR 2million and fewer than 10 employees and,
- if for any reason you are still dissatisfied with our final response, or
- if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect your rights to take legal proceedings.

## Regulation

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register Number 202039.

You can check the Financial Conduct Authority website ([www.fca.org.uk](http://www.fca.org.uk)), which includes a register of all the firms they regulate. Or you can phone them on **0800 111 6768** or **0300 500 8082**.

## Financial Services Compensation Scheme

In the event that Ageas Insurance Limited is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

# Data Protection Notice

Please read this notice carefully as it contains important information about **Our** use of **Personal Information**.

In this notice, **We** and **Us** and **Our** mean Ageas Insurance Limited and **You** and **your** mean the **Insured** as defined in the 'Definitions' section of the main policy wording. **Personal information** means any information **We** have about **You** and the other people insured under your policy such as any **Director** officer, **Partner** or **Employee** of your **Business** or any other person connected with your **Business**.

## Sensitive information

Some of the **Personal Information** that **We** ask **You** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **You** with quotes, arrange and manage your policy and to provide the services described in your policy documents (such as dealing with claims).

## How We use Personal Information

**We** are part of the Ageas group of companies. **We** may share **Personal Information** with other companies in the group for any of the purposes set out in this notice. If **You** want to know more about the Ageas group please go to [www.ageas.co.uk](http://www.ageas.co.uk).

**We** will use **Personal Information** to arrange and manage your insurance policy, including handling underwriting and claims and issuing renewal documents and information to **You** or your insurance adviser. **We** will also use **Personal Information** to assess your insurance application and provide information to credit reference agencies.

**We** may research, collect and use data about **You** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **Personal Information** with other insurers, statutory bodies, regulatory authorities, **Our Business** partners or agents providing services on **Our** behalf and other authorised bodies.

**We** will share **Personal Information** with others:

- if **We** need to do this to manage your policy with **Us** including settling claims;
- for underwriting purposes, such as assessing your application and arranging your policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **We** are required or permitted to do this by law (for example, if **We** receive a legitimate request from the police or another authority); and/or

- if **You** have given **Us** permission.

**You** can ask for further information about **Our** use of **Personal Information**. If **You** require such information, please write to the Data Protection Officer at the address set out below.

## Preventing and detecting crime

**We** may use **Personal Information** to prevent crime. In order to prevent and detect crime **We** may:

- check **Personal Information** against **Our** own databases;
- share it with fraud prevention agencies. Your **Personal Information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **You** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **We** will share your relevant **Personal Information** with them. The information **We** share may be used by those companies when making decisions about **You**. **You** can find out which fraud prevention agencies are used by **Us** by writing to **Our** Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

## Dealing with others on your behalf

To help **You** manage your insurance policy, subject to answering security questions, **We** will deal with **You** or any **Director** officer, **Partner** or **Employee** of your **Business** or any other person whom **We** reasonably believe to be acting for **You** if they call **Us** on your behalf in connection with your policy or a claim relating to your policy.

## Marketing

**We** may use **Personal Information** and information about your use of **Our** products and services to carry out research and analysis.

**We** will only use **Personal Information** to market **Our** products and services to **You** if **You** agree to this.

## Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **Our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **Our** premises.

## Data Protection Notice – continued

### Further information

**You** are entitled to receive a copy of any **Personal Information We** hold about **You**. If **You** would like to receive a copy, or if **You** would like further information on, or wish to complain about, the way that **We** use **Personal Information**, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving your name, address and insurance policy number. **We** may charge **You** a small fee for this.

If **We** change the way that **We** use **Personal Information**, **We** will write to **You** to let **You** know. If **You** do not agree to that change in use, **You** must let **Us** know as soon as possible by writing to **Us** at the address above.

**You** have the right to complain to the Information Commissioner's Office at any time if **You** object to the way **We** use your **Personal Information**. For more information please go to [www.ico.org.uk](http://www.ico.org.uk).

# Special Benefits for Ageas Policyholders

## 1 Advice Helpline

The **Insured** may use Amicus Legal Ltd's 24 hour helpline service to obtain advice on tax and employment matters in connection with the **Business**.

Any calls concerning tax and employment matters can be confirmed in writing.

Advice is given without charge and all calls are strictly confidential.

The helpline telephone number is 01206 731959.

## 2 Replacement Glazing

The **Insured** may arrange for the replacement of broken windows at the insured premises by telephoning the following number: 01204 877177.

This facility is available 24 hours every day and where necessary premises will be made safe by boarding up.

The **Company** will settle accounts direct with the supplier except where the replacement is not within the scope of the cover provided by this Policy.

## 3 Business Assistance

DAS provide this Property Repair Helpline on behalf of the **Company**.

In the event of an unforeseen emergency affecting the **Insureds** business premises which causes damage or potential danger DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the **Insured**.

All costs of assistance provided are the responsibility of the **Insured** but they may be recoverable if the loss or damage is covered by the Policy.

To contact this service please phone 0117 934 2111 at any time.

## 4 Claims Reporting

Claims may be notified to the **Company** at any time day or night on the following number: Tel 0370 600 2123.

Please see the General Terms and Conditions for details of the **Insureds** responsibilities in the event of a claim or an occurrence that may result in a claim.

The Special Benefits above have been arranged for the convenience of Policyholders and do not create a contractual relationship with Ageas Insurance Limited or form any part of the Policy.



# Definitions

The words defined below will have the same meaning wherever they appear in bold within the Policy the Schedule the Clauses the Endorsements and Extensions

## Airside

means on or in those parts of the airport and airfield premises to which the public do not have free or authorised access

## Buildings

the buildings at the **Premises** which unless otherwise stated in the Schedule are

- occupied solely by the **Insured** for the **Business**
- constructed solely of brick stone concrete or other non-combustible materials and roofed with slates tiles concrete asbestos metal or flat roofed with felt on timber so long as no more than twenty-five per cent of the total roof area is flat roofed with felt on timber
- lit by electricity
- heated solely by low pressure hot water apparatus oil or gas fired space heaters fed from fuel tanks in the open or from a public supply or electrical appliances

Unless otherwise stated any item for the insurance of

**Buildings** includes

- 1 landlords fixtures and fittings in and on the **Buildings**
- 2 small outside buildings and fixed storage tanks septic tanks annexes and gangways
- 3 walls gates fences yards and private roads
- 4 the public service telephone gas water and electricity pipes cables and accessories (including meters and covers) extending from the **Buildings** to the public mains

the property of the **Insured** or for which the **Insured** is responsible

## Business

the **Business** as stated in the Schedule and for the purpose of the Employers Liability Section and the Public and Products Liability Section includes

- 1 the provision and management for the benefit of the **Insured Directors Partners** or **Employees** of canteen social sports educational or welfare activities and first aid fire security and ambulance services
- 2 the ownership and routine maintenance and repair of the **Premises** from which the **Business** is conducted
- 3 the performance of private duties by **Employees** at the request of the **Insured** or any **Director Partner** or senior executive of the **Insured**

## Business Hours

hours during which the **Insured** or any **Director Partner** or **Employee** is on the **Premises** for the purposes of the **Business**

## Circumstance

means an incident occurrence fact matter act error omission or event to give rise to a claim against the **Insured**

## Company

Ageas Insurance Limited

## Computer Equipment

electronic data processing and/or word processing equipment including but not limited to all processing units screens keyboards printers scanners disk and tape drives telecommunication and networking equipment and spare components for such equipment and data carrying materials used in connection with such equipment but excluding programmes and software not being proprietary branded data or telephone systems

## Computer Virus

means any computer program including but not limited to any file virus boot sector virus macro virus hostile applet Trojan horse program Java virus ActiveX virus or other executable program which contains instructions to initiate an event on the infected computer causing modification of or damage to data memory or data media

## Contractors

any person persons company firm or organisation which is or are on the **Premises** specified in the Schedule for the purpose of carrying out construction alteration extension or repairs to **Buildings** or **General Contents**

## Damage

accidental loss damage or destruction

## Dangerous Goods

those dangerous substances listed by the Health and Safety Commission in Part 1 of the Authorised and Approved List of Dangerous Substances explosives radioactive substances and any other substances presenting a similar hazard



## Defined Perils

fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or any article dropped from a road vehicle

## Director

a director of the **Insured**

## Documents

means

- 1 documents whether written printed or reproduced by any other method (excluding any bearer bonds coupons bank or currency notes or other negotiable instruments)
- 2 **Electronic Documents** used in connection with the **Business**

## Electronic Documents

computer records or any document in electronic format

## Employee

any

- 1 person under a contract of service or apprenticeship with the **Insured**
- 2 self-employed person labour only sub-contractor labour master or person supplied by any of them
- 3 person seconded to acquire work experience under a scheme or otherwise
- 4 person hired to or borrowed by the **Insured**
- 5 voluntary worker whilst working for the **Insured** in the course of the **Business**

This Definition is not applicable to

- 1 Sub-Section 1 Professional Indemnity of the Public and Products Liability Section
- 2 Fidelity Guarantee Section and its Extensions both of which have their own definition of **Employee**

## Estimated Gross Profit

the amount declared by the **Insured** to the **Company** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum **Indemnity Period** exceeds twelve months)

## Excess

the amount that will be deducted by the **Company** from the total agreed amount of any claim (only one **Excess** will be deducted from the total amount for claims arising out of one event) after the application of any General Provision of Underinsurance

Except for claims relating to **Injury** for which there is no excess

## General Contents

- 1 machinery plant trade utensils tools implements fixtures and fittings excluding **Computer Equipment**
- 2 office equipment and machinery excluding **Computer Equipment**
- 3 patterns models moulds plans and designs
- 4 computer records documents manuscripts and business books for an amount not exceeding £25,000 in respect of any one loss

## 5 Tenants Improvements

- 6 wines spirits cigarettes and tobacco other than **Stock** for an amount not exceeding £500 in respect of any one loss
- 7 **Computer Equipment** for an amount not exceeding £25,000 in respect of any one loss the property of the **Insured** or for which the **Insured** is responsible and if not otherwise insured
- 8 **Directors Partners** and **Employees** personal effects clothing pedal cycles tools and instruments for an amount not exceeding £500 per person

## Gross Profit

the amount by which the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress exceeds the sum of the amounts of the opening stock and work in progress and the amount of the **Uninsured Working Expenses**

## Hacking

unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the **Insured** or not

## Increased Cost of Working

the increase in expenditure (including the cost of moving to and from temporary premises additional rent rates taxes and expenses incurred in equipping these premises to make them suitable for the **Insureds Business** cost of additional staff payments for overtime advertising recompiling business documents belonging to the **Insured** or held by them in trust and for which they are responsible) reasonably incurred in order to minimise any interruption of or interference with the **Business** during the **Indemnity Period** in consequence of the **Damage**

## Indemnity Period

the period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the Maximum **Indemnity Period** as shown in the Schedule

## Injury

bodily injury death illness disease or shock causing bodily injury

## Insured

the person persons or corporate body named in the Schedule including

- 1 the subsidiary companies of the **Insured** notified to and accepted in writing by the **Company**
- 2 the legal personal representatives in the event of the **Insureds** death in respect of legal liability incurred by the **Insured**
- 3 or corporate body named in the Schedule and for the purposes of Sub-Section 1 Professional Indemnity of the Public Products Liability Section only shall include any present or past **Principal Partner Director** or **Employee**

## Definitions – continued

### Keys

includes electronic access pass cards or any other form of lock opening device

### Money

coins bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants travellers cheques unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds War Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps revenue stamps telephone top-up cards mobile phone vouchers travel cards lottery and other prize scratch cards unexpired units in franking machines utility vouchers securities for money and VAT purchases invoices

belonging to the **Insured** or for which they are responsible and pertaining to the **Business**

### North America

- 1 the United States of America and Canada
- 2 any territory
  - within their jurisdiction
  - having a reciprocal enforcement arrangement with them

### Officefront

windows doors frames signs and walling including security fittings and fixed associated electrical equipment all forming part of the front of the **Premises**

### Offshore

means as from the time when the **Insured** or any **Director Partner** or **Employee** or any other person or persons for whom the **Insured** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

### Partner

a partner of the **Insured**

### Physical Loss

physical loss of or damage to material property

### Pollution or Contamination

- 1 all pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere and
  - 2 all **Injury** or **Physical Loss** directly or indirectly caused by such pollution or contamination
- arising from **Seeping** or **Polluting** or **Contaminating Substances**

### Premises

the **Buildings** and land used for the **Business** and situate as stated in the Schedule

This Definition will not apply to the Employers Liability Section and the Public and Products Liability Section and its Extensions which have Special Definitions

### Principal

any public authority government body company firm organisation or person for whom the **Insured** is undertaking a contract

### Product

goods or other material property manufactured sold supplied leased delivered installed erected processed repaired commissioned altered treated serviced or tested by or on behalf of the **Insured** in the course of the **Business** and not within the custody of the **Insured**

### Proposal

any signed proposal form and declaration any Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the **Insured**

### Remediation

includes 'remediation' under the Environmental Act 1995

### Rent

The money paid or payable by the **Insured** for accommodation and services provided by the landlord (including service charge unless excluded by Endorsement) at the **Premises** shown on the Schedule

### Rent Receivable

The money paid or payable to the **Insured** for accommodation and services provided as landlord (including service charges unless excluded by Endorsement) at the **Premises** shown on the Schedule

### Retroactive Date

the date from which the **Insured** continuously maintained in force a Policy of insurance covering Professional Indemnity in respect of liability for any breach of the **Insureds** professional duty

### Series of Claims

a number of claims (whether made by the same or different claimants) that arise directly or indirectly from one source or originating cause

### Seeping or Pollution or Contaminating Substances

any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

### Stock

- a stock and materials in trade work in progress and finished goods the property of the **Insured** and
- b customers goods including goods for which the **Insureds** customers are legally responsible while these goods are temporarily in the **Insureds** custody or control and for which the **Insured** has accepted responsibility but only to the extent they are not more specifically insured

### Tenants Improvements

decorations and improvements to the **Buildings** including landlords fixtures and fittings for which the **Insured** is responsible as tenant and not as owner

## Territorial Limits

in respect of the Employers Liability Section of this Policy

- 1 England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- 2 elsewhere in the world in respect of **Injury** arising out of and in the course of employment by the **Insured** in connection with the **Business** sustained by any **Director** or **Employee** normally employed within the territories specified in (1) above whilst working temporarily outside such territories

in respect of the Public and Products liability Section of this Policy and its Professional Indemnity Sub-Section

- 1 England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- 2 any other member country of the European Union
- 3 elsewhere in the world other than **North America** in respect of **Injury** or **Physical Loss** caused by or arising from
  - i clerical administrative and other non manual activities of the **Insured** or any **Director Partner** or **Employee** normally employed within the territories specified in (1) of this Special Definition and occurring during any temporary visit made in connection with the **Business**
  - ii any **Product**

in respect of all other Sections of this Policy

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

## Transit

a journey for the conveyance of property including but not limited to **Money** to a destination

## Turnover

the money paid or payable to the **Insured** for goods sold and delivered and for services rendered in course of the **Business** at the **Premises**

## Unit

a single self contained portion of the **Building**

## Uninsured Working Expenses

purchases (less discounts received)  
bad debts  
carriage packing and freight

## Unoccupied

empty or not in use

## Virus or Similar Mechanism

program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This Definition includes but is not limited to trojan horses worms and logic bombs

## Workmen

any person persons company firm or organisation which is or are on the **Premises** specified in the Schedule for the purpose of carrying out repairs decoration general maintenance and minor alterations to **Buildings** or **General Contents**

# Financial Definitions

## Annual Turnover

the **Turnover** during the twelve months immediately before the date of the **Damage**

## Standard Turnover

the **Turnover** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

## Rate of Gross Profit

the rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage**

after account has been taken of the trend of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred

## Notes to the Financial Definitions

The following notes refer to the Financial Definitions stated above

- 1 To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this insurance will be exclusive of such tax
- 2 For the purpose of these Definitions any adjustment implemented in current cost accounting will be disregarded
- 3 The amounts of the opening and closing stocks and work in progress will be arrived at in accordance with the **Insureds** normal accountancy methods due provision being made for depreciation
- 4 The **Uninsured Working Expenses** have the meaning usually attached to them in the **Insureds** accounts

# General Exclusions

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

The **Company** will not be liable for any claim in respect of

## 1 Nuclear Risks

- a loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss
- b any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
- ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability Section

## 2 War Risks

any contingency occasioned by or happening through or in consequence of war invasion acts 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 martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

This General Exclusion does not apply to the Employers Liability Section

## 3 Pressure Waves

loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

## 4 Excluded Property and Contingencies

loss damage or destruction to property or liability or contingencies more specifically insured by any other Policy or security

## 5 Fines or Penalties

the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

## 6 Fraud

- a loss damage or destruction by fraud forgery or deception
- b theft or any attempt thereat in which any **Director Partner Employee** or any member of the **Insureds** family is concerned as principal or accessory

## 7 Northern Ireland

loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

## 8 Pollution or Contamination

loss damage or destruction from pollution or contamination unless arising in consequence of **Damage** caused by or resulting in a **Defined Peril**

This General Exclusion does not apply to the Public and Products Liability Section and its Extension

## 9 Change in Water Table Level

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

## 10 Consequential Loss or Damage

direct or indirect consequential loss or damage of any kind or description except where specifically included

## 11 Terrorism

liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with

- a any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
- except
- i to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

## General Exclusions – continued

- ii that subject otherwise to the terms Conditions and Exclusions of this Policy the **Company** will indemnify the **Insured** under the Public and Products Liability Section and its Extensions against all sums which the **Insured** shall become legally liable to pay as damages and claimants costs and expenses directly or indirectly caused by resulting from or in connection with Terrorism provided that the liability of the **Company** in respect of all indemnity payable (inclusive of all costs and expenses) under such Section and its Extensions in respect of or arising out of
  - a any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source (other than in respect of or arising out of **Products**) shall not exceed £2,000,000 or the amount of the Limit of Indemnity stated in the Schedule whichever is the less
  - b **Products** shall not exceed in the aggregate £2,000,000 or the amount of the Limit of Indemnity stated in the Schedule whichever is the less in any one Period of Insurance
- b correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
  - i treating any date otherwise than as its true calendar date or
  - ii the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date or
  - c otherwise to function correctly

This General Exclusion does not apply to the Public and Products Liability Insurance Section or the Employers Liability Insurance Section

All other terms Conditions and Exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary

For the purpose of this Exclusion an act of Terrorism means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the **Company** alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon the **Insured**

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

### 12 Virus or Similar Mechanism or Hacking

- 1 loss damage or destruction to **Computer Equipment** auxiliary equipment or computer media directly or indirectly occasioned by or arising from **Virus or Similar Mechanism or Hacking**
- 2 additional Costs of Working in consequence directly or indirectly of **Virus or Similar Mechanism or Hacking**
- 3 loss destruction or damage to the **Computer Equipment** auxiliary equipment or any computer media directly or indirectly caused by or consisting of or additional costs and expenses arising directly or indirectly from the failure of any computer or other equipment or system for recognising capturing saving retaining storing manipulating interpreting calculating or retrieving data whether the property of the **Insured** or not and whether occurring before during or after the Year 2000
  - a correctly to recognise any date as its true calendar date or



# General Terms and Conditions

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

All conditions in this Policy are to the extent they are able to take effect as conditions precedent to the liability of the **Company**

## 1 Proposal

The answers and statements in the **Proposal** are true and complete

## 2 Observance of Policy Terms

The **Insured** will observe and fulfil the terms Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the **Insured**

## 3 Reasonable Precautions

The **Insured Directors** and **Partners** will

- a take all reasonable precautions to select and supervise staff
- b take all reasonable precautions to prevent accidents injury or **Damage**
- c take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations
- d maintain the **Premises** plant machinery and fire extinguishing appliances in sound condition

## 4 Payment of Premium and Relevant Taxes

- a The Premium under this Policy is deemed to be the total gross premium paid by the **Insured**
- b the **Insured** will pay the Premium and any relevant taxes when due otherwise the Policy will be cancelled from the date when the Premium and Taxes were due
- c In the event that the Premium and Tax for this Policy is paid through the **Companys** credit scheme
  - i each credit payment is to be made on the due date as required by the repayment Schedule of the credit scheme and in the event of a default through non-compliance with the Terms and Conditions of the credit scheme then the Policy will cease to be operative from the date of the first default
  - ii in the event of a default in the repayment Schedule occurring through circumstances other than a breach of the Terms and Conditions of the credit scheme then the Policy will be suspended for 21 days in order for the default to be remedied but if the default remains unremedied within that time the Policy will cease to be operative at the end of that 21 day period

## 5 Alteration of Risk

The **Company** will not be liable for any **Damage** or legal liability following

- a alteration of the **Premises** or occupation thereof or to the **Business** whereby the risk of **Damage** or legal liability is increased
- b cessation of the **Insureds** interest except by will or operation of law
- c alteration of **Partners** having operational control of the **Insured**

unless such alteration is agreed in writing by the **Company**

## 6 Dishonesty

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **Insureds** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with connivance of the **Insured** or any **Director** or **Partner** then all benefits under this Policy shall be forfeited.

## 7 Claims – Companys Rights

The **Company** having been advised of a claim or any **Circumstance** or occurrence which might give rise to a claim under this Policy will be entitled to undertake in the name of the **Insured** the defence control or settlement of any claim and for its own benefit take proceedings in the **Insureds** name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made

## 8 Claims – Insureds Action

Whenever anything occurs which might give rise to a claim under this Policy the **Insured** will

- a notify the **Company** immediately but no later than seven days after the date of loss for any claim in respect of riot civil commotion strikers locked out workers
- b provide such written information or details as may be required
- c immediately notify the Police of any loss destruction or damage caused by theft fraud dishonesty embezzlement or malicious persons
- d do and permit to be done all things reasonably practicable to minimise the **Damage** or to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss
- e not admit liability to any party and no admission offer promise or payment shall be made to any party without the written consent of the **Company** whether or not the amount concerned is within any applicable **Excess**



## General Terms and Conditions – continued

- f send to the **Company** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- g in the event of a claim being made under the Business Interruption Section of the Policy not later than thirty days after the expiry of the **Indemnity Period** or within such further time as the **Company** may in writing allow at his own expense deliver to the **Company** in writing a statement setting forth particulars of his claim together with details of all other insurances covering the **Damage** or any part of it or consequential loss of any kind resulting therefrom
- h at his own expense produce and furnish to the **Company** such books of account and other documents proofs information explanation and other evidence as may reasonably be required by the **Company** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith

In respect of any claim under Sub-Section 1 Professional Indemnity of the Public and Products Liability Section any **Circumstance** notified to the **Company** in accordance with the foregoing and which subsequently gives rise to a claim after expiry of the Period of Insurance shall be deemed to be a claim first made during the Period of Insurance

### 9 Claims – Co-operation

The **Insured** will provide all help and assistance and co-operation required by the **Company** in connection with any claim

### 10 Cancellation

The **Company** may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the **Insureds** address last known to the **Company** and in such event the **Company** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance subject to any minimum premium that may apply

### 11 Risk Improvement Requirements

All Risk Improvement Requirements notified to and agreed by or on behalf of the **Insured** shall be complied with and continue to be complied with during the whole currency of the Policy

### 12 Intruder Alarms

This Condition applies if an intruder alarm is required by the **Company** in respect of any **Premises** covered by any of the following sections

Property All Risks Business Interruption Money Computer Breakdown or Specified All Risks

The words defined below will have the same meaning whenever they appear in Capital letters in this Condition

#### System

The component parts of the Intruder Alarm System including the means of communication used to transmit signals

#### Alarmed Premises

The **Premises** or those portions of the **Premises** protected by the **System**

#### Responsible Person

The **Insured** or any person authorised by the **Insured** to be responsible for the security of the **Premises**

Any Third Party shall not be deemed to be a **Responsible Person** unless agreed by the **Company** in writing

#### Keyholder

The **Insured** or any person or key holding company authorised by the **Insured** who is available at all times to accept notification of faults or alarm signals relating to the **System** attend and allow access to the **Premises**

#### Confirmed Alarm Activation

An alarm signal emanating from two or more independent sensors and/or detectors and/or processors

This shall include loss of both means of communication used to transmit signals or loss of one means of communication used to transmit signals and an alarm signal emanating from one sensor or detector or processor

Confirmation can also be achieved by human intelligence at an Alarm Receiving Centre interpreting visual images or audio signals transmitted from the **Premises** and making a decision that there is a high probability that intrusion or attempted intrusion has occurred

#### Unconfirmed Alarm Activation

An alarm signal emanation from sensor(s) and/or detector(s) and/or processor(s) and/or means of communication used to transmit signals other than as described in **Confirmed Alarm Activation** above

#### Perimeter Detection Device

An intruder detection device designed to detect intrusion to the **Buildings** by any person(s) through the external fabric of the **Buildings**

#### Internal Detection Device

An intruder detection device designed to detect intrusion to the **Buildings** by unauthorised persons within the **Buildings**

#### Tamper Signal

An alarm signal arising from the attempted disconnection of or tampering with control panel or audible warning equipment at the **Premises**

It is a condition precedent to the liability of the **Company** that in respect of any **System** at the **Premises**

- 1 the **System** is installed in accordance with any specification which has been agreed by the **Company**
- 2 the **System** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company as agreed in writing by the **Company**
- 3 no alteration to or substitution of
  - i any part of the **System**
  - ii the procedures agreed by the **Insured** and the **Company** for Police or any other response to any activation of the **System**
  - iii the maintenance contractshall be made without the written agreement of the **Company**

- 4 the **Alarmed Premises** shall not be left without at least one **Responsible Person** therein without the agreement of the **Company**
- i unless the **System** is set in its entirety with the means of communication used to transmit signals in full operation except as provided in the table in paragraph (9) below
  - ii if the Police Authority have withdrawn their response to alarm calls
- 5 all keys to the **System** are removed from the **Premises** when the **Premises** are left unattended
- 6 the **Insured** maintains secrecy of codes for the operation of the **System** and no details are left on the **Premises**
- 7 the **Insured** shall appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company and the Police Authority
- 8 in the event of notification of any activation of the **System** or interruption in the means of communication during any period that the **System** is set a **Keyholder** shall attend the **Premises** within twenty minutes of being notified of any such activation or interruption and shall not leave the **Premises** without at least one **Responsible Person** remaining therein until the provisions of paragraph (4) above have been complied with unless specifically agreed in writing by the **Company**

- This paragraph shall not apply where the appropriate response to alarm activation is made in accordance with paragraph (9) below
- 9 where the Police only respond to confirmed alarm activation(s) under the ACPO Security System Policy the appropriate "Key holder Response" is made by a **Keyholder** in respect of any "Incident" in accordance with the table below upon notification of any fault or alarm signal
- This paragraph shall not apply where the appropriate response to alarm activation is made in accordance with paragraph (8) above
- 10 in the event of the **Insured** receiving any notification from
- i the Police Authority that Police attendance in response to alarm signals or calls from the **System** may be withdrawn or the level of response reduced
  - ii a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - iii the installing company or other such company as agreed by the **Company** that the **System** cannot be returned to or maintained in full working order (except as provided for in paragraphs (8) and (9) above)
- the **Insured** shall advise the **Company** as soon as possible and in any event not later than 10am on the **Company's** next working day and comply with any subsequent requirements stipulated by the **Company**

Incident – Whilst Intruder Alarm System is not set in its Entirety	Keyholder Response
<b>Confirmed Alarm Activation</b>	<b>Keyholder</b> to attend and remain until the <b>Buildings</b> are secure and the <b>System</b> is reset in its entirety with the means of communication to transmit signals in full operation
<b>Unconfirmed Alarm Activation from a Perimeter Detection Device</b>	<b>Keyholder</b> to attend and remain until the <b>Buildings</b> are secure and the <b>System</b> is reset in its entirety with the means of communication to transmit signals in full operation
<b>Unconfirmed Alarm Activation from an Internal Detection Device</b> where the <b>System</b> has since been re-set in its entirety with the means of communication to transmit signals in full operation	Attendance at <b>Keyholders</b> option
<b>Unconfirmed Alarm Activation from an Internal Detection Device</b> where the <b>System</b> is unable to be re-set in its entirety	<b>Keyholder</b> to attend and remain until the <b>Buildings</b> are secure and the <b>System</b> is reset in its entirety with the means of communication to transmit signals in full operation
Loss of the sole means of communication to transmit signals without detector activation	<b>Keyholder</b> to attend and remain until the means of communication to transmit signals is in full operation
Loss of one or two means of communication to transmit signals without detector activation	<b>Keyholder</b> to instigate remedial action Attendance at <b>Keyholders</b> option
Single <b>Tamper Signal</b>	<b>Keyholder</b> to attend and remain until the <b>System</b> is set in its entirety with the means of communication to transmit signals in full operation
Loss of the sole means of communication to transmit signals	<b>Keyholder</b> to remain until the <b>System</b> is set in its entirety with the means of communication to transmit signals in full operation
Loss of one of two means of communication to transmit signals	<b>Keyholder</b> to remain until the means of communication to transmit signals is in full operation
Single <b>Tamper Signal</b>	<b>Keyholder</b> to remain until the <b>System</b> is set in its entirety with the means of communication to transmit signals in full operation

## General Terms and Conditions – continued

### 13 Claims – Repayment of Excess

The **Insured** will repay to the **Company** the amount of any **Excess** for which the **Company** has made payment

### 14 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force

Were any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **Company**

### 15 Other Insurances or Compensation

If at the time of any **Damage** or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency the **Company** will not be liable for more than its rateable proportion thereof and the **Insured** will declare to the **Company** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

### 16 Voidance

This Policy is voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact

### 17 Warranties

Every warranty to which this Policy or any Section thereof is or may be made subject will from the time the warranty attaches apply and continue to be in force during the whole currency of the Policy

Non compliance with any such warranty in so far as it increases the risk of **Damage** will be a bar to any claim in respect of such **Damage**

### 18 Companys Liability

Unless stated otherwise the **Companys** liability in any one Period of Insurance under this Policy shall not exceed

(i) in the whole the Total Sum Insured or in respect of any Item its Sum Insured or any other Limit of Liability or Limit of Indemnity stated in the Policy at the time of the **Damage**

(ii) the Sum Insured or Limit of Liability or Limit of Indemnity remaining after deduction for any other **Damage** or interruption or interference consequent upon **Damage** occurring during the same Period of Insurance unless the provisions within any relevant clause relating to Automatic Reinstatement of Sum(s) Insured have been complied with

All the Limits of Indemnity stated in the Schedule and all limits on the **Companys** liability stated elsewhere in this Policy shall be the maximum amount payable by the **Company** in the circumstances stated in the Schedule or elsewhere in this Policy irrespective of the number of persons claiming indemnity under this Policy in respect of any insured event or during any Period of Insurance

For the purposes of the Limits of Indemnity and all other limits on the **Companys** liability all of the persons claiming indemnity under this Policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the **Company** as one party and all the persons claiming indemnity as the other party

### 19 Contracts (Rights of Third Parties) Act 1999

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

### 20 Law Applicable to the Contract

This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

### 21 Inflation Provision

The Sums Insured (and Declared Values where Day One cover applies) on the following items of Property Insured under the Property All Risks and Specified All Risks Sections of this Policy (where applicable) are increased at each Renewal Date by the annual percentage movement of the indices shown below (or alternative indices as specified by the **Company**)

Property Insured	Index
<b>Buildings</b>	Royal Institution of Chartered Surveyors BCIS Building Cost Index
<b>Contents</b>	General Index of Retail Prices

Sums Insured and Declared Values to which Day One cover applies will be increased annually and other Sums Insured will be adjusted monthly (by adding one twelfth of the annual increase each month throughout the Period of Insurance)

However if an asterisk appears against the Sum Insured on the Policy Schedule this Condition will not apply to that Sum Insured

Sums Insured will not be reduced when an index figure reduces however such Sums Insured will not be subsequently increased due to an increase in the index until the index rises above the point at which it originally reduced

The **Company** will not charge additional premiums for increases in the Sums Insured that occur monthly but the next renewal premium will be calculated on the adjusted Sums Insured

Contrary to Paragraph (ii) of Provision (4) of the Basis of Settlement in the Property All Risks Section the Sums Insured and Declared Values (where Day One cover applies) will be increased as specified above unless the **Company** is advised otherwise

Despite the increases in Sums Insured as described above it is the **Insureds** responsibility to ensure that all Sums Insured are adequate throughout the currency of this Policy

## 22 Employers Liability Right of Recovery

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man However the **Insured** will repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law

## 23 Retroactive Date

The insurance under Sub-Section 1 Professional Indemnity of the Public and Products Liability Section will not indemnify the **Insured** in respect if any claim notified under the terms of the Policy and arising out of the exercise and conduct of the **Business** prior to the **Retroactive Date**

## 24 Bona Fide Subcontractors

In respect of the **Insureds** liability at law for any claim arising out of or in connection with work undertaken for or on behalf of the **Insured** by independent contractors (bona fide subcontractors) the **Insured** will at the time of appointing such contractors and at least annually thereafter obtain written evidence that such contractors have in force throughout the duration of their contract with the **Insured** policies of insurance covering

- a Employers Liability insurance in accordance with any law relating to the compulsory insurance of liability to employees and containing an Indemnity to Principal clause or extension
- b Public Liability (including Contractual Liability) and Products Liability insurance providing cover for legal liability for **Injury** to any person (other than as in (a) above) and physical loss of or physical damage to material property with Limits of Indemnity of not less than those applying to the Public and Products Liability Section of this Policy and containing an Indemnity to Principal clause or extension  
If at the original commencement date of the insurance by the Public and Products Liability Section of this Policy the Limit of Indemnity on such bona fide subcontractors Public and Products Liability insurance are less than those applying to the Public and Products Liability Section of this Policy then this paragraph (b) of this General Condition will not apply until 45 days after the original commencement date of the insurance by the Public and Products Liability Section of this Policy or such earlier date at which time the Limits of Indemnity on such bona fide subcontractors Public and Products Liability insurance were increased
- c in respect of claims for breach of professional duty  
Professional Indemnity insurance with a Limit of Indemnity of not less than that applying to this Policy  
and including cover for all of the work to be undertaken on behalf of the **Insured**

No claim will be payable under this Policy in relation to work undertaken for or on behalf of the **Insured** by independent contractors (bona fide subcontractors) unless the **Insured** shall have retained a copy of such written evidence of the policies of insurance held by such contractors (being a copy of the current relevant insurance Policy and Schedule or other written proof)

## 25 Language Condition

The contractual terms and conditions and other information relating to this contract will be in the English language.

# Employers Liability Section

This Section is operative if specified as Insured on the Schedule

The insurance	Section exclusions
<p>The <b>Company</b> will indemnify the <b>Insured</b> against all sums which the <b>Insured</b> becomes legally liable to pay as damages and claimants costs and expenses in respect of <b>Injury</b> sustained by any <b>Director</b> or <b>Employee</b> arising out of and in the course of employment by the <b>Insured</b> within the <b>Territorial Limits</b> and resulting directly from the <b>Business</b> during the Period of Insurance</p> <p>The <b>Company</b> will also pay for legal costs and expenses incurred with its prior written consent</p> <ol style="list-style-type: none"> <li>a in defence of any claims</li> <li>b for representation at any coroners inquest or inquiry in respect of any death</li> </ol> <p>which may be the subject of indemnity under this Section</p> <p><b>Limit of Indemnity</b></p> <p>The maximum liability of the <b>Company</b> inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source</p> <p><b>Discharge of Liability</b></p> <p>The <b>Company</b> having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the <b>Insured</b> in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either</p> <ol style="list-style-type: none"> <li>i the Limit of Indemnity (less any amounts already paid or incurred) or</li> <li>ii such other amount for which the claim or claims may be settled</li> </ol> <p>The <b>Company</b> will then relinquish control of and be under no further liability in respect of such claim or claims</p>	<p>These apply in addition to the other Exclusions in this Section and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p> <p><b>1 Passenger Liability</b>  <b>Injury</b> sustained by any <b>Director</b> or <b>Employee</b> while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the <b>Territorial Limits</b></p> <p><b>2 Offshore</b>  liability arising out of any work undertaken or visit <b>Offshore</b></p> <p><b>3 Excluded Locations</b>  liability arising in connection with work</p> <ol style="list-style-type: none"> <li>a on or in docks harbours or railways</li> <li>b on or in watercraft or offshore gas or oil installations</li> <li>c on or in chemical or petrochemical works oil or gas refineries or oil or gas storage facilities</li> <li>d <b>Airside</b> or on or in aircraft</li> <li>e on or in collieries mines or quarries</li> <li>f on or in power stations</li> <li>g on or in any installation where nuclear processing is undertaken</li> </ol> <p><b>4 Asbestos</b>  any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos</p> <p>This Exclusion shall not apply in respect of such removal or disposal provided that</p> <ol style="list-style-type: none"> <li>1 such activity does not form part of the <b>Insureds</b> usual <b>Business</b> or contract and</li> <li>2 the discovery of asbestos by the <b>Insured</b> is unintentional and accidental and</li> <li>3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and</li> <li>4 an HSE licensed asbestos removal contractor is employed if legally required <ol style="list-style-type: none"> <li>a to make safe the area in which the discovery is made as soon as is practicable</li> <li>b who has Employers Liability and Public Liability insurances in force <ol style="list-style-type: none"> <li>i that provide Limits of Indemnity no less than those stated in the Schedule and</li> <li>ii that do not exclude the work to be carried out</li> </ol> </li> </ol> </li> </ol>



## Compulsory Insurance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Channel Islands and the Isle of Man but the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law

## Extensions

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

### 1 Indemnity to Principal

The **Company** will indemnify any **Principal** in respect of the legal liability of such **Principal** arising out of work carried out by the **Insured** under a contract or agreement provided that

- a an indemnity would have been provided under this Section had the claim been made against the **Insured**
- b the **Principal** complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- c the conduct and control of all claims is vested in the **Company**

### 2 Legal Defence Costs

The **Company** will be liable for all costs and expenses incurred with its prior written consent in respect of the defence of

- a the **Insured**
- b at the **Insureds** request any **Director Partner** or **Employee**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- i the Health and Safety at Work etc. Act 1974
- ii the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation

- a is alleged to have been committed during the Period of Insurance in connection with the **Business** within the **Territorial Limits**
- b relates to the health safety and welfare of a **Director** or **Employee**

The **Company** will not be liable under this Extension for

- i the cost of any fine or penalty
- ii legal costs and expenses where indemnity is provided by any other insurance
- iii legal costs and expenses arising out of any deliberate act or omission by the **Insured** or any **Director Partner** or **Employee**

### 3 Employees Unsatisfied Damages

If a judgement for damages or costs in respect of **Injury** sustained by an **Employee** arising out of and in the course of employment or engagement by the **Insured** in connection with the **Business** and arising from an accident occurring within the **Territorial Limits** during the Period of Insurance

a is obtained by such **Employee** in any Court situate within Great Britain Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **Insured** domiciled or operating from premises within those territories and

b remains wholly or partly unsatisfied six months after the date of such judgement

at the request of the **Insured** the **Company** will pay to such **Employee** the amount of the damages and costs remaining unsatisfied

Provided that

- i there is no appeal outstanding
- ii the **Employee** has assigned the judgement to the **Company**

### 4 Court Attendance Compensation

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

- a any **Director** or **Partner** £500
- b any **Employee** £250

### 5 Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

The **Company** will indemnify the **Insured** in respect of

- 1 legal fees and expenses incurred with the **Companys** written consent for defending proceedings including appeals
- 2 costs of prosecution awarded against the **Insured** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The **Company** will not be liable under this Extension

- a unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the **Territorial Limits** and in connection with the **Business**
- b in respect of proceedings which
  - i result from any deliberate act or omission by the **Insured**.
  - ii relate to any person other than a **Director Partner** or **Employee**
- c in respect of any
  - i fines
  - ii remedial or publicity orders or any steps required to be taken by such orders
- d where indemnity is provided by another insurance policy

# Public and Products Liability Section

This Section is operative if specified as Insured on the Schedule

The insurance	Section exclusions
<p>The <b>Company</b> will indemnify the <b>Insured</b> against all sums which the <b>Insured</b> shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental</p> <p>a <b>Injury</b> to any person</p> <p>b physical loss of or physical damage to material property</p> <p>c obstruction trespass nuisance or interference with any right of way light air or water</p> <p>occurring within the <b>Territorial Limits</b> and resulting directly from the <b>Business</b> during the Period of Insurance</p> <p><b>Limit of Indemnity</b></p> <p>The maximum liability of the <b>Company</b> in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule</p> <p>Provided that the liability of the <b>Company</b> for all indemnity payable in respect of or arising out of <b>Products</b> shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance</p> <p><b>Discharge of Liability</b></p> <p>The <b>Company</b> having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the <b>Insured</b> in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either</p> <p>a the Limit of Indemnity (less any amounts already paid as damages) or</p> <p>b such other amount for which the claim or claims may be settled</p> <p>The <b>Company</b> will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment</p>	<p>These apply in addition to the other Exclusions in this Section and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p> <p><b>1 Excluded Locations</b> liability arising in connection with work</p> <p>a on or in docks harbours or railways</p> <p>b on or in watercraft or offshore gas or oil installations</p> <p>c on or in chemical or petrochemical works oil or gas refineries or oil or gas storage facilities</p> <p>d <b>Airside</b> or on or in aircraft</p> <p>e on or in collieries mines or quarries</p> <p>f on or in power stations</p> <p>g on or in any installation where nuclear processing is undertaken</p> <p><b>2 Defective Goods</b> the costs or expenses incurred in recalling repairing reconditioning replacing or testing any <b>Product</b> or of rectifying defective workmanship or the replacement cost of any <b>Product</b> or the cost of making any refund in respect of any <b>Product</b></p> <p><b>3 Liability Under Contract or an Agreement</b> liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement other than as set out in Extension 2</p> <p><b>4 Faulty Design</b> liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by or on behalf of the <b>Insured</b> or anyone on the <b>Insureds</b> behalf</p> <p><b>5 Offshore</b> liability arising out of any work undertaken and/or visit <b>Offshore</b></p> <p><b>6 Property in Insureds Custody</b> liability for or arising out of loss of or damage to material property</p> <p>a in the custody or control of or owned by the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> other than</p> <p>i personal effects of <b>Directors Partners</b> or <b>Employees</b></p>



The insurance	Section exclusions continued
	<p>These apply in addition to the other Exclusions in this Section and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
	<p><b>6 Property in Insureds Custody continued</b></p> <ul style="list-style-type: none"> <li>ii buildings including their contents not owned rented to or leased by the <b>Insured</b> but temporarily occupied by the <b>Insured</b> in order that work thereon may be effected by the <b>Insured</b> or any <b>Employee</b></li> </ul> <p><b>7 Pollution</b></p> <p>liability in respect of <b>Pollution or Contamination</b> including the cost of removing nullifying or cleaning up <b>Seeping or Pollution or Contaminating Substances or Remediation</b> unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance Provided that</p> <ul style="list-style-type: none"> <li>a all <b>Pollution or Contamination</b> which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place</li> <li>b the liability of the <b>Company</b> for all damages and claimants costs and expenses payable in respect of all <b>Pollution or Contamination</b> which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule but in no event shall this Policy cover any liability in respect of <b>Pollution or Contamination</b> including the cost of removing nullifying or cleaning up <b>Seeping or Pollution or Contaminating Substances or Remediation</b> in the United States of America or Canada</li> </ul> <p><b>8 Injury to Employees</b></p> <p>liability for <b>Injury</b> to any <b>Employee</b> where such <b>Injury</b> arises out of and in the course of employment by the <b>Insured</b></p> <p><b>9 Vehicles and Craft</b></p> <p>liability arising out of the ownership possession or use of any</p> <ul style="list-style-type: none"> <li>i mechanically propelled vehicle including anything attached to it <ul style="list-style-type: none"> <li>a used in circumstances where insurance or security is required by law</li> <li>b where indemnity is provided by any other Policy or security</li> </ul> </li> <li>ii craft intended to travel through air or space or other aerospace device</li> <li>iii hovercraft and watercraft other than non mechanically propelled craft less than 9 metres in length which are used on inland waters</li> </ul> <p><b>10 Property Damage Excess</b></p> <p>the amount of the <b>Excess</b> specified in the Schedule in respect of each and every claim for loss of or damage to property</p> <p><b>11 Computer Hardware or Systems</b></p> <p>liability for or arising out of loss of or damage to computer hardware or computer software systems data and records provided that this Exclusion shall not apply to loss of or damage to visual display units or keyboards or desktop personal computers</p>

## Public and Products Liability Section – continued

The insurance	Section exclusions continued
	<p>These apply in addition to the other Exclusions in this Section and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
	<p><b>12 Fraud Dishonesty or Embezzlement</b> liability arising out of any act of theft fraud dishonesty or embezzlement by the <b>Insured</b> any <b>Director Partner</b> or <b>Employee</b> other than as set out in Extension 22 Criminal Acts by <b>Employees</b> (if such Extension is operative)</p> <p><b>13 Date Recognition/Discontinuity</b> liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the <b>Insured</b> or not and whether occurring before during or after the year 2000</p> <ul style="list-style-type: none"> <li>a correctly to recognise any date as its true calendar date</li> <li>b to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of <ul style="list-style-type: none"> <li>i treating any date otherwise than as its true calendar date</li> <li>ii the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes the loss of data or information or command or instruction or the inability to capture save retain or correctly to process such data or information or command or instruction on or after any date or</li> <li>iii otherwise to function correctly</li> </ul> </li> </ul> <p><b>14 Non-Proprietary Branded Products</b> any liability caused by or arising out of the use of non-proprietary branded products</p> <p><b>15 North America</b> liability arising from any <b>Product</b> known by the <b>Insured</b> to be for use in or supply to the United States of America or Canada</p> <p><b>16 Asbestos</b> any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos</p> <p>This Exclusion shall not apply in respect of such removal or disposal provided that</p> <ul style="list-style-type: none"> <li>a such activity does not form part of the <b>Insureds</b> usual <b>Business</b> or contract and</li> <li>b the discovery of asbestos by the <b>Insured</b> is unintentional and accidental and</li> <li>c upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and</li> <li>d an HSE licensed asbestos removal contractor is employed if legally required <ul style="list-style-type: none"> <li>i to make safe the area in which the discovery is made as soon as is practicable</li> <li>ii who has Employers Liability and Public Liability insurance in force <ul style="list-style-type: none"> <li>a that provide Limits of Indemnity no less than those stated in the Schedule and</li> <li>b that do not exclude the work to be carried out</li> </ul> </li> </ul> </li> </ul>

The insurance	Section exclusions continued
	<p>These apply in addition to the other Exclusions in this Section and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
	<p><b>17 Mould</b> any liability of whatsoever nature arising out of mould or toxic mould</p> <p><b>18 Kitchen Cleaning</b> any liability arising from the cleaning of ducting or grease traps within ducting</p> <p><b>19 Hospital Cleaning</b> any liability arising from the cleaning of</p> <ul style="list-style-type: none"> <li>a hospital operating theatres</li> <li>b surgical instruments or clothing</li> <li>c electrical or mechanical medical equipment</li> </ul> <p><b>20 Trees Chemicals Spraying and Burning</b> any liability caused by or arising out of</p> <ul style="list-style-type: none"> <li>a lopping topping felling or carting of trees</li> <li>b any pruning of trees shrubs or bushes above 3 metres in height</li> <li>c any use of explosives</li> <li>d crop spraying and aerial spraying</li> <li>e burning material or vegetation unless <ul style="list-style-type: none"> <li>i adequate and suitable equipment is kept in readiness at all times to control or extinguish fire</li> <li>ii fires are never left unattended</li> <li>iii flames torches and fires are extinguished at least 60 minutes before the <b>Insured</b> leaves the area</li> </ul> </li> <li>f the use of chemicals and pesticides unless <ul style="list-style-type: none"> <li>i they are used in accordance with manufacturers instructions</li> <li>ii poisons and poisonous chemicals are clearly labelled and kept under lock and key when not in use</li> <li>iii poisons are not left unattended when not under lock and key</li> </ul> </li> <li>g loss of or damage to land or crops treated by the <b>Insured</b></li> <li>h spraying pesticides or fumigation work</li> </ul> <p><b>21 Loss of Keys</b> any liability for or arising from or out of loss of <b>Keys</b> other than as set out in Extension 23 to this Section – Loss of Keys</p>

## Public and Products Liability Section – continued

### Extensions

The insurance	Section exclusions
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The <b>Company</b> will indemnify the <b>Insured</b></p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable</p>
<p><b>1 Contingent Motor Liability</b> against legal liability arising out of the use by any <b>Employee</b> for the purposes of the <b>Business</b> of any motor vehicle not belonging to or provided by the <b>Insured</b></p>	<ul style="list-style-type: none"> <li>i for loss of or damage to such motor vehicle or property conveyed therein or thereon</li> <li>ii for <b>Injury</b> or <b>Physical Loss</b> arising while such vehicle is being driven by the <b>Insured</b> or any <b>Partner</b> or <b>Director</b></li> <li>iii for <b>Injury</b> to any <b>Employee</b></li> <li>iv for <b>Injury</b> or <b>Physical Loss</b> occurring outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man</li> <li>v if indemnity is provided under any other insurance or security</li> </ul>
<p><b>2 Contractual Liability</b> in respect of liability in accordance with the cover provided by this Section assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement</p> <p>Provided that</p> <ul style="list-style-type: none"> <li>a full conduct and control of all claims is vested in the <b>Company</b></li> </ul>	<ul style="list-style-type: none"> <li>i for liquidated damages fines or penalties</li> <li>ii for loss or damage to material property against which the <b>Insured</b> is required to effect insurance under the terms of clause 21.2.1 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 21.2.1) or under the terms of any other contract or agreement requiring insurance of a similar kind</li> <li>iii for loss of or damage to material property brought on to any site of contract or place of work for the purpose of such contract or work</li> <li>iv for liability arising from <b>Products</b> supplied under a contract of sale</li> </ul>
<p><b>3 Defective Premises Act 1972</b> against legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by the <b>Insured</b> for purposes pertaining to the <b>Business</b> and since disposed of by the <b>Insured</b></p>	<ul style="list-style-type: none"> <li>i for <b>Injury</b> or <b>Physical Loss</b> happening prior to the disposal of the premises</li> <li>ii for the costs of remedying any defect or alleged defect in the premises disposed of</li> <li>iii if the <b>Insured</b> is entitled to indemnity from any other source</li> </ul>

The insurance	Section exclusions
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The <b>Company</b> will indemnify</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>4 Indemnity to Principal</b> any <b>Principal</b> in respect of the legal liability of such <b>Principal</b> arising out of work carried out by the <b>Insured</b> under a contract or agreement provided that</p> <ul style="list-style-type: none"> <li>a an indemnity would have been provided under this Section had the claim been made against the <b>Insured</b></li> <li>b the <b>Principal</b> complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply</li> <li>c the conduct and control of all claims is vested in the <b>Company</b></li> </ul>	
<p><b>5 Leased Hired or Rented Premises</b> the <b>Insured</b> against legal liability for physical loss of or physical damage to premises leased hired or rented to the <b>Insured</b> for the purpose of the <b>Business</b> within the <b>Territorial Limits</b></p>	<ul style="list-style-type: none"> <li>i the <b>Excess</b> of £250 of such physical loss or physical damage caused otherwise than by fire or explosion</li> <li>ii liability assumed by the <b>Insured</b> under a tenancy or other agreement which would not have attached in the absence of such agreement</li> </ul>

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The <b>Company</b> will indemnify the <b>Insured</b> against legal liability</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>6 North America</b> for <b>Injury</b> or <b>Physical Loss</b> occurring within <b>North America</b> caused by or arising from</p> <p>a clerical administrative or other non-manual activities of any <b>Director Partner</b> or <b>Employee</b> normally employed within England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man</p> <p>b any <b>Product</b> not known by the <b>Insured</b> to be for use in or supply to <b>North America</b></p> <p>Provided that the liability of the <b>Company</b> in respect of all damages payable together with</p> <p>i costs and expenses recoverable from the <b>Insured</b> by any claimant</p> <p>ii all costs and expenses incurred with the <b>Company's</b> written consent</p> <p>will not exceed the Limit of Indemnity stated in the Schedule</p>	<p>any <b>Pollution or Contamination</b> or any cost or expense arising out of any governmental demand or request that an <b>Insured</b> test for access monitor clean-up remove contain treat detoxify or neutralise any <b>Seeping or Pollution or Contaminating Substances</b> or <b>Remediation</b> and the <b>Company</b> will not have the duty to defend any claim or suit seeking to impose such costs expenses or liability for damages relating to <b>Pollution or Contamination</b> or any other relief</p>

The insurance	Section exclusions
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The <b>Company</b> will indemnify</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable</p>
<p><b>7 Overseas Personal Liability</b> the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental</p> <p>a <b>Injury</b> to any person</p> <p>b <b>Physical Loss</b> occurring during the Period of Insurance within the territories stated in (2) and (3) of the <b>Territorial Limits</b> during temporary visits in connection with the <b>Business</b></p> <p>Provided that</p> <p>i the conduct and control of all claims is vested in the <b>Company</b></p> <p>ii any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply</p> <p>iii the liability of the <b>Company</b> will not exceed the Limit of Indemnity stated in the Schedule</p>	<p>i for liability arising from</p> <p>a any business profession or trade</p> <p>b ownership or occupation of land or buildings</p> <p>c ownership possession or use of</p> <ul style="list-style-type: none"> <li>– firearms (other than sporting guns)</li> <li>– mechanically propelled vehicles and anything attached to them</li> <li>– craft intended to travel through air or space</li> <li>– hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)</li> <li>– animals (other than pet domestic animals)</li> </ul> <p>d property held in trust</p> <p>e <b>Injury</b> to the <b>Insured</b> or such <b>Director Partner</b> or <b>Employee</b> or family member accompanying them</p> <p>ii for liability more specifically insured</p> <p>iii for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement</p>
<p><b>8. Tool of Trade</b> the <b>Insured</b> in respect of liability arising out of the ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the <b>Territorial Limits</b></p>	<p>i in connection with any watercraft hovercraft or aircraft</p> <p>ii if indemnity is provided under any other insurance or security</p> <p>iii for liability which is required to be insured under any road traffic legislation or is the subject of other security</p>

## Public and Products Liability Section – continued

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance provided by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>9 Cross Liabilities</b></p> <p>If more than one person is named in the Schedule as the <b>Insured</b> the <b>Company</b> will indemnify each person as though a separate Policy had been issued to each person and the <b>Company</b> agrees to waive all rights of subrogation against any such person</p> <p>Provided that the total liability of the <b>Company</b> in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule</p>	
<p><b>10 Legal Costs and Expenses</b></p> <p>The <b>Company</b> will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its prior written consent for</p> <ul style="list-style-type: none"> <li>a representation at any coroners inquest or inquiry in respect of any death</li> <li>b defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event</li> </ul> <p>which may be the subject of indemnity under this Section</p>	
<p><b>11 Legal Defence Costs</b></p> <p>The <b>Company</b> will be liable for all costs and expenses incurred with its prior written consent in respect of the defence of</p> <ul style="list-style-type: none"> <li>a the <b>Insured</b></li> <li>b at the <b>Insureds</b> request any <b>Director Partner</b> or <b>Employee</b></li> </ul> <p>against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of</p> <ul style="list-style-type: none"> <li>1 the Health and Safety at Work etc. Act 1974</li> <li>2 the Health and Safety at Work (Northern Ireland) order 1978</li> <li>3 Part II of the Consumer Protection Act 1987</li> <li>4 Sections 7 &amp; 8 of the Food Safety Act 1990</li> </ul> <p>Provided that the offence under such legislation</p> <ul style="list-style-type: none"> <li>a is alleged to have been committed during the Period of Insurance in connection with the <b>Business</b> within the <b>Territorial Limits</b></li> </ul> <p>relates to the health safety and welfare of any person other than a <b>Director</b> or <b>Employee</b></p>	<ul style="list-style-type: none"> <li>i the cost of any fine or penalty</li> <li>ii legal costs and expenses arising out of any deliberate act or omission by the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b></li> <li>iii legal costs and expenses where indemnity is provided by any other insurance</li> </ul>
<p><b>12 Court Attendance Compensation</b></p> <p>In the event of any of the undermentioned persons attending court as a witness at the request of the <b>Company</b> in connection with a claim in respect of which the <b>Insured</b> is entitled to indemnity under this Section the <b>Company</b> will provide compensation to the <b>Insured</b> at the following rates per day for each day on which attendance is required</p> <ul style="list-style-type: none"> <li>a any <b>Director</b> or <b>Partner</b> £500</li> <li>b any <b>Employee</b> £250</li> </ul>	

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance provided by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>13 Data Protection Act 1998</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> against legal liability to pay damages for damage or distress under the provisions of Section 13 of the Data Protection Act 1998</p> <p>Provided that</p> <ul style="list-style-type: none"> <li>a the act or omission from which liability arises is committed during the Period of Insurance in connection with the <b>Business</b></li> <li>b the <b>Insured</b> is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn</li> </ul>	<ul style="list-style-type: none"> <li>i liability arising from <ul style="list-style-type: none"> <li>a the processing of data for reward</li> <li>b the determining of the financial status of a person</li> <li>c a deliberate act or omission by the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> from which liability could reasonably be expected by the <b>Insured</b> or such <b>Director Partner</b> or <b>Employee</b> having regard to the nature and circumstances of such act or omission</li> <li>d any agreement which would not have attached in the absence of such agreement</li> </ul> </li> <li>ii liability if indemnity is provided under any other insurance</li> <li>iii any fine or penalty</li> <li>iv any costs of replacing reinstating rectifying destroying or erasing any data</li> <li>v any amount in excess of the Limit of Indemnity stated in the Schedule</li> </ul>
<p><b>14 Indemnity to Others</b></p> <p>At the request of the <b>Insured</b> the <b>Company</b> will indemnify</p> <ul style="list-style-type: none"> <li>a any <b>Director Partner</b> or <b>Employee</b></li> <li>b any officer member or <b>Employee</b> of the <b>Insureds</b> social sports or welfare organisation or first aid fire or ambulance services in their respective capacities as such</li> <li>c the owner of plant hired to the <b>Insured</b> under Construction Plant-hire Association conditions only so far as may be required by those conditions but not in respect of any liability which is required to be insured under any road traffic legislation</li> </ul> <p>Provided that</p> <ul style="list-style-type: none"> <li>i the <b>Insured</b> would have been entitled to indemnity under this Section if the claim had been made against the <b>Insured</b></li> <li>ii the full conduct and control of all claims is vested in the <b>Company</b></li> <li>iii such person is not entitled to indemnity under any other insurance</li> </ul>	
<p><b>15 Damage to Property Whilst Being Cleaned Including Treatment Damage</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> in respect of liability in accordance with the cover provided by this Section arising from or out of physical loss of or physical damage to material property including carpets upholstery and soft furnishings caused by any cleaning process undertaken by the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> occurring within the <b>Territorial Limits</b> during the Period of Insurance</p>	<ul style="list-style-type: none"> <li>a the amount of the <b>Excess</b> specified in the Schedule in respect of each and every claim</li> <li>b any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source</li> </ul>



## Public and Products Liability Section – continued

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance provided by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable</p>
<p><b>16 Financial Loss</b></p> <p>For the purpose of this Extension</p> <p>a Financial Loss means a pecuniary loss cost or expense incurred other than by the <b>Insured</b> or any <b>Director Partner or Employee</b></p> <p>b Retroactive Date means the date from which the <b>Insured</b> has continuously maintained in force a Policy of insurance against liability for Financial Loss</p> <p>The <b>Company</b> will indemnify the <b>Insured</b> against legal liability for damages and claimants' costs and expenses in respect of any claim for Financial Loss first made against the <b>Insured</b> during the Period of Insurance in connection with the <b>Business</b> within Great Britain Northern Ireland the Channel Islands or the Isle of Man</p> <p>Provided that</p> <p>a the liability of the <b>Company</b> in respect of all claims made against the <b>Insured</b> during any Period of Insurance or within 30 days of its expiry including costs and expenses incurred by the <b>Company</b> or with the <b>Companys</b> consent in the defence and settlement of any claims shall not exceed £250,000 in the aggregate</p> <p>b if during the period of this Policy the <b>Insured</b> becomes aware of any circumstance which may be likely to give rise to a claim falling under this Extension and the <b>Insured</b> gives written notice to the <b>Company</b> of such circumstances during the Period of Insurance any claim which may subsequently be made against the <b>Insured</b> arising out of the circumstances of which notification has been given shall be deemed to be a claim arising during the period of this Policy whenever such claim may actually be made</p> <p>c the incident giving rise to the claim occurred on or after the <b>Retroactive Date</b> and does not form part of an inter-related series of incidents which commenced prior to the <b>Retroactive Date</b></p> <p>d in the event of a claim arising from an incident that occurred prior to the original commencement date of this insurance the <b>Insured</b> shall provide evidence of the existence of Financial Loss insurance effective at the time of such incident</p>	<p>a for liability arising</p> <ol style="list-style-type: none"> <li>i under any contract or agreement</li> <li>ii from the non-performance non-completion or delay in completion of any contract or agreement</li> <li>iii from actual or alleged breach of duty breach of trust breach of contract neglect misstatement misleading statement or other act of fraud or dishonesty done or wrongfully attempted by the <b>Insured</b> or any <b>Director Partner or Employee</b></li> <li>iv from libel slander deceit injurious falsehood or infringement of plans copyright patent trade name trade mark or registered design</li> <li>v from any professional act error omission or advice</li> <li>vi in connection with the Data Protection Act 1998 or any amending legislation</li> <li>vii out of any deliberate act or omission by the <b>Insured</b> or any <b>Director Partner or Employee</b> and which could reasonably have been expected having regard to the nature and circumstances of such act or omission</li> </ol> <p>b for penalty sums fines liquidated damages or payments due under any statutory regulation or bye-law</p> <p>c for Financial Loss resulting from</p> <ol style="list-style-type: none"> <li>i obstruction trespass nuisance <b>Wrongful Arrest</b> or interference with any right of way light air or water</li> <li>ii the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good or recall of any materials goods or other property supplied installed or erected by or on behalf of the <b>Insured</b></li> </ol> <p>d for loss of or damage to information represented or stored electronically</p> <p>e for the first £5,000 or 10% of each and every loss whichever is the greater</p>
<p><b>17 Failure To Secure Premises</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> in respect of liability in accordance with the cover provided by this Section arising from or out of physical loss of or physical damage to material property belonging to customers of the <b>Insured</b> caused by the failure of the <b>Insured</b> or any <b>Director Partner or Employee</b> to secure the premises of such customers within the <b>Territorial Limits</b> during the Period of Insurance</p>	<p>a the first £500 of each and every claim</p> <p>b any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source</p>

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance provided by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>18. Customers Property Removed for Cleaning</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> in respect of liability in accordance with the cover provided by this Section arising from or out of physical damage to material property belonging to customers of the <b>Insured</b> removed from the premises of such customers for the purpose of cleaning renovation or repair by the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> occurring within the <b>Territorial Limits</b> during the Period of Insurance</p>	<p>a the first £500 of each and every claim</p> <p>b any amount in excess of £25,000 in respect of all claims occurring in the aggregate during any one Period of Insurance</p>
<p><b>19 Destruction or Disposal of Customers Property In Error</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> in respect of liability in accordance with the cover provided by this Section arising from or out of physical loss of or physical damage to material property belonging to customers of the <b>Insured</b> caused by the destruction or disposal of such property in error by the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> in the course of the <b>Business</b> within the <b>Territorial Limits</b> during the Period of Insurance</p>	<p>a the first £500 of each and every claim</p> <p>b any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source</p>
<p><b>20 Car Park and Cloakroom Liability</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> against legal liability in respect of accidental loss of or damage to vehicles or personal effects belonging to persons other than the <b>Insured</b> whilst such property is held in trust by or in the custody or control of the <b>Insured</b> in connection with the <b>Business</b> within the <b>Territorial Limits</b> during the Period of Insurance</p> <p>Provided that</p> <p>a such property</p> <p>i is not being stored by the <b>Insured</b> for a fee or other consideration and</p> <p>ii is not held in trust by or in the custody or control of the <b>Insured</b> for the purposes of work being carried out on such property</p>	<p>a the first £500 of each and every claim</p> <p>b any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source</p>
<p><b>21 Movement of Obstructing Vehicles</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> in respect of liability in accordance with the cover provided by this Section arising from any vehicle (not owned or hired by or lent to the <b>Insured</b>) being driven by the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> with the <b>Insureds</b> and the vehicle owner's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned by or lent to the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> in connection with the <b>Business</b> within the <b>Territorial Limits</b> during the Period of Insurance</p> <p>Provided that</p> <p>a the vehicle causing obstruction is driven by a person who is competent to drive such vehicle</p> <p>b the movement of vehicles is limited to vehicles parked on or obstructing the <b>Insureds</b> own premises or at any site at which the <b>Insured</b> is working</p>	<p>a the first £500 of each and every claim</p> <p>b any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source</p> <p>c loss of or damage to such vehicle</p> <p>d liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle</p>

## Public and Products Liability Section – continued

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance provided by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>21 Movement of Obstructing Vehicles continued</b></p> <p>c the vehicle causing obstruction is driven by use of the owner's ignition key</p> <p>d this Extension shall not apply where the <b>Insured</b> is carrying out the work of vehicle Cleaning or valeting</p>	
<p><b>22 Criminal Acts by Employees</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> for their liability to pay damages including interest and claimants costs recoverable from them as a result of <b>Injury</b> or <b>Damage</b> in respect of criminal acts of arson theft malicious damage fraud dishonesty or embezzlement by the <b>Insureds Employees</b> provided that the events insured by this Extension were committed during the Period of Insurance and arose in connection with a contract with a customer</p>	
<p><b>23 Loss of Keys</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> against</p> <p>a all sums which the <b>Insured</b> shall become legally liable to pay including any consequential loss arising</p> <p>b liability for the costs of any necessary temporary protection of the <b>Insureds</b> customers premises</p> <p>as a direct result of the <b>Insureds</b> customers <b>Keys</b> being lost or stolen whilst in the custody or control of the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> in connection with the <b>Business</b> occurring within the <b>Territorial Limits</b> during the Period of Insurance</p> <p>Provided that such loss necessitates the replacement changing or alteration of locks at the <b>Insureds</b> customers premises</p>	<p>a the first £100 of each and every claim</p> <p>b any amount in excess of the £100,000 during any one Period of Insurance</p>

## Optional Extension

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance provided by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>1 Environmental Clean Up Costs</b></p> <p>The <b>Company</b> will indemnify the <b>Insured</b> in respect of all sums including statutory debts that the <b>Insured</b> is legally liable to pay in respect of <b>Clean Up Costs</b> and <b>Remediation Costs</b> arising from environmental <b>Damage</b> caused by <b>Pollution or Contamination</b> where such liability arises under an environmental directive statute or statutory instrument</p> <p>Provided that</p> <p>i liability arises from <b>Pollution or Contamination</b> caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance</p> <p>All <b>Pollution or Contamination</b> which arises out of one incident shall be deemed to have occurred at the same time such incident takes place</p>	<p>a <b>Clean Up Costs</b> or <b>Remediation Costs</b> for <b>Damage</b> to the <b>Insureds</b> land <b>Premises</b> watercourse or body of water whether owned leased hired tenanted or otherwise in the <b>Insureds</b> custody or control</p> <p>b <b>Damage</b> connected with pre-existing contaminated property</p> <p>c <b>Damage</b> caused by one occurrence or all occurrences of a series consequent on or attributable to one source or original cause unless that one occurrence on its own would warrant immediate action</p> <p>d removal of any risk of an adverse effect on human health on the <b>Insureds</b> land <b>Premises</b> watercourse or body of water whether owned leased hired tenanted or otherwise in the <b>Insureds</b> custody or control</p>

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance provided by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>1 Environmental Clean Up Costs continued</b></p> <p>ii the <b>Company's</b> liability under this Extension shall not exceed £2,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the <b>Company</b> will pay inclusive of all costs and expenses</p> <p>This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule</p> <p>iii immediate loss prevention or salvage action is taken and the appropriate authorities notified.</p> <p><b>Definitions For The Purpose of This Extension</b></p> <p><b>Clean Up Costs</b></p> <p>i testing for or monitoring of <b>Pollution or Contamination</b></p> <p>ii the costs of remediation required by any <b>Enforcing Authority</b> to a standard reasonably achievable by the methods available at the time that such remediation commences</p> <p><b>Remediation Costs</b></p> <p>Remedying the effects of <b>Pollution or Contamination</b> including primary complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009</p> <p><b>Enforcing Authority</b></p> <p>Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain Northern Ireland the Channel Islands and the Isle of Man</p>	<p>e costs in achieving an improvement or alteration in the condition of the land atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences</p> <p>f costs for prevention of imminent threat of environmental <b>Damage</b> where such costs are incurred without there being <b>Pollution or Contamination</b> caused by a sudden identifiable unintended and unexpected incident</p> <p>g the first £500 of each and every claim – 48</p> <p>h <b>Damage</b> resulting from an alteration to subterranean store of groundwater or to flow patterns</p> <p>i costs for the reinstatement or reintroduction of flora or fauna</p> <p>j <b>Damage</b> caused deliberately or intentionally by the <b>Insured</b> or where they have knowingly deviated from environmental protection regulations or where the <b>Insured</b> has knowingly omitted to inspect maintain or perform necessary repairs to plant or machinery for which they are responsible</p> <p>k fines or penalties of any kind</p> <p>l <b>Damage</b> caused by the ownership or operation on behalf of the <b>Insured</b> of any mining operations or storage treatment or disposal of waste or waste products other than caused by composting purification or pre-treatment of waste water</p> <p>m <b>Damage</b> which is covered by a more specific insurance Policy</p> <p>n <b>Damage</b> caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or <b>Damage</b> or other services they have performed</p> <p>o <b>Damage</b> caused by disease in animals belonging to or kept or sold by the <b>Insured</b></p>

## Conditions

These Conditions apply in addition to the General Conditions

### 1 Use of Heat Precautions

It is a condition precedent to the liability of the **Company** that the following precautions must be observed on each occasion there is use away from the **Insured's** premises of hot air guns blow lamps blow torches welding or flame cutting equipment grinding wheels angle grinders disc cutters or gas space heaters

- equipment will be lit as short a time as possible before use and extinguished immediately after use
- equipment which is lit or switched on must not be left unattended
- at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
- the site must be cleared of moveable combustible materials from within 6 metres of the place of work and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material

- a fire safety check of the working area must be carried out immediately after completion of each period of work and again thirty minutes after such period of work ceases

### 2 Bitumastic Products Precautions

It is a condition precedent to the liability of the **Company** that

- bitumastic products are not heated in or on any building
- vessels for heating bitumastic products are continuously attended whilst heating is taking place

### 3 Underground Services Precautions

It is a condition precedent to the liability of the **Company** that prior to the commencement of any digging or excavation work the **Insured** must take or cause to be taken all reasonable measures to ascertain the position of all pipes cables and underground services at the site of work (including the use of any telephone enquiry facility for the location of underground services) with their owner or the relevant authority responsible and retain a written record of such measures



## Public and Products Liability Section – continued

### 4 Flammable Solvent Precautions

It is a condition precedent to the liability of the **Company** that the following precautions must be observed on each occasion there is use away from the **Insureds** premises of solvents or glues with a flashpoint below 23 degrees Centigrade

- a smoking must not take place
- b no item for the application or supply of heat must be used
- c prior to commencement of work the site of work must be checked by the **Insured** and all naked flames in pilot lights and appliances extinguished
- d adequate ventilation must be maintained at the site of work

### 5 Kitchen Cleaning Precautions

It is a condition precedent to the liability of the **Company** that any kitchen cleaning undertaken by the **Insured** or any **Director Partner** or **Employee** or any independent contractor (bona fide subcontractor) appointed by the **Insured** must be by means of a recognised commercial cleaning agent only

Provided that the **Company** will not be liable for any liability caused by or arising out of the use of bleach

## Public and Products Liability Section Sub-Section 1 – Professional Indemnity

This Sub-Section operates and shall be read independently of the Public and Products Liability Section and is operative only if Public and Products Liability is shown as an Insured Section in the Schedule

The insurance provided by this Sub-Section is on a claims-made basis which means that the **Company** will only handle claims first made and notified to the **Company** in accordance with General Condition 8 during the Period of Insurance

The **Company** will indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as damages and claimants costs and expenses in respect of any breach of the **Insureds** professional duty that results in a **Circumstance** or claim against the **Insured** for

- a economic loss not accompanied by **Injury** or **Damage** including economic loss arising from a term implied into a contract by virtue of section 14 of the Sale of Goods Act 1979 or section 13 of the Supply of Goods and Services Act 1982 (or any amending legislation)
- b accidental **Injury** and/or **Damage** to physical property not caused by any **Product** including economic loss consequent upon such **Injury** or **Damage**
- c unintentional breach infringement or unauthorised use of confidential information trade secrets copyrights trademarks designs or computer routines and programs not owned by the **Insured** and committed in good faith
- d **Damage to Documents** not owned by the **Insured**
- e unintentional defamation

Provided that

- a such **Circumstance** or claim
  - i is discovered by the **Insured** made against the **Insured** or intimated to the **Insured** for the first time during the Period of Insurance
  - ii is notified to the **Company** during the Period of Insurance

- iii arises from a negligent act error or omission committed by the **Insured** on or after the **Retroactive Date** and does not form part of an inter-related series of acts errors omissions or events which commenced prior to the **Retroactive Date**

- iv arises in connection with the conduct of the **Business** by the **Insured** within the **Territorial Limits**

b in the event of a claim under this sub-section 1 of the Public and Products Liability section of the policy and if required by the **Company** the **Insured** shall provide evidence to confirm that Professional Indemnity insurance was in force from the **Retroactive Date** to the commencement date of this Insurance

### Limit of Indemnity

The maximum liability of the **Company** in respect of all indemnity payable under this Sub-Section and Extensions of this Sub-Section in respect of any one claim or **Series of Claims** arising directly or indirectly from one source or originating cause will not exceed the Limit of Indemnity of £100,000

Provided that the liability of the **Company** for all indemnity payable in respect of or arising out of **Damage to Documents** not owned by the **Insured** shall not exceed £100,000 in the aggregate in respect of all claims made in any one Period of Insurance

The words defined below will have the same meaning wherever they appear in bold in this Sub-Section and not as defined elsewhere in this Policy

### Asbestos

means fibres or particles of or any material or mixture containing crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite

### Employee

means any person who is or was at the time of any **Circumstance** or claim under a contract of service or apprenticeship with the **Insured** whilst working under the **Insureds** control or supervision in the conduct of the **Business**

### Pollution

means pollution consequent pollution seepage or contamination caused by contributed to by or arising from any electronic solid liquid gaseous or thermal irritant or contaminant including but not limited to electromagnetic fields noise radio waves smoke vapour water-borne disease soot fumes acids alkalis chemicals and waste

Waste includes material to be recycled reconditioned or reclaimed

This Definition shall not include pollution or contamination caused by contributed to by or arising from **Asbestos**

### Exclusions

These apply in addition to the other Exclusions in this Sub-Section and the General Exclusions

The **Company** will not be liable for

## 1 Fraud and Dishonesty

any claim arising out of dishonest or fraudulent action save to the extent that such claim arises by reason of and is solely and directly caused by the actual or alleged dishonest or fraudulent action of any **Partner** or **Director** (whether committed alone or in collusion with others) and results in any client of the **Insured** suffering a loss provided always that

- a no indemnity shall be afforded in respect of any claim arising out of such dishonest or fraudulent action on the part of any party committing or condoning such dishonest or fraudulent action
- b no indemnity shall be afforded in respect of any claim arising out of such dishonest or fraudulent action which was known or ought reasonably to have been known to the **Insured**
- c any claim or **Series of Claims** arising out of dishonest or fraudulent action whether of a similar nature or otherwise committed by a person or persons acting in collusion with others shall for the purposes of this Sub-Section be treated as one claim and only one Limit of Indemnity shall apply
- d the **Insureds** annual accounts (and client accounts where applicable) have been certified by an independent and properly qualified accountant or auditor

## 2 Property Transport and Occupiers Liability

- a any claim arising from the ownership possession or use by the **Insured** of any buildings premises structures land aircraft watercraft or vehicle
- b any claim for **Damage** to property owned by leased hired rented or entrusted to the **Insured** or otherwise in the **Insureds** care custody or control save that this Exclusion shall not apply in respect of claims for **Damage** to **Documents** not owned by the **Insured**
- c the cost of repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship

## 3 Pollution

any claim caused by contributed to by or arising out of **Pollution**

## 4 Product Liability

any claim caused by or arising from any **Product**

## 5 Controlling Interest

any claim arising from or brought by

- a any firm company or organisation in which the **Insured** has a controlling interest or
- b any entity that has a controlling interest in the **Insured** by virtue of their having a majority financial or executive interest in the **Insureds** operation

unless such claim originates from a source independent of such firm company organisation or entity whereupon the maximum amount payable by the **Company** shall be limited to the amount of compensation paid to such party together with the **Insureds** costs as defined by **Extension 1 – Costs**

## 6 Joint Ventures

any claim arising from a partnership or joint venture of which the **Insured** is a member

## 7 Subrogation

any claim in respect of which the **Insured** has agreed to exclude or limit its rights of recovery from another party unless the **Company** has approved such agreement and endorsed this Policy accordingly

## 8 Patent Infringement

any claim arising from the **Insureds** infringement of any patent

## 9 Liability Under An Agreement

any claim arising from liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement

## 10 Asbestos

any claim caused by contributed to by or arising from **Asbestos** (including any claim arising from the fear of suffering **Injury** as a result of actual or suspected exposure to **Asbestos**)

## 11 Injury to Employees

any claim arising from **Injury** to any **Employee** where such **Injury** arises out of and in the course of employment by the **Insured**

## 12 Trading Losses

any claim arising out of or in connection with the insolvency of the **Insured** (including any claim made by the **Insureds** liquidator provisional liquidator or administrator) or any trading losses or trading liabilities incurred by any business managed or carried on by the **Insured**

## 13 Previous Claims and Circumstances

any claim **Circumstance** or occurrence which has been notified or is notifiable under any other Policy or certificate of insurance attaching prior to the effective date of this Sub-Section or which would have been notifiable had the **Insured** not been uninsured at the time the **Insured** first became aware of such claim **Circumstance** or occurrence

## 14 Deliberate Acts and Known Defects

any claim caused by or arising from

- a any deliberate act error or omission of the **Insured**
- b the specification of or provision by the **Insured** of any **Product** or the provision by the **Insured** of any service which the **Insured** knew or which the **Insured** ought reasonably to have known to be deficient or ineffective and incapable of substantially fulfilling the essential purpose for which it is intended or to perform as specified warranted (whether express or implied) or guaranteed

## 15 Other Insurances

any claim where the **Insured** is entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been payable under such insurance had this Sub-Section not been effected However if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing proportionately then the liability of the **Company** hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Sub-Section not been effected

## 16 Directors and Officers Liability

- a any claim against the **Insured** in the **Insureds** capacity as a director officer or trustee in respect of the **Insureds** performance or non-performance of the **Insureds** duties as a director officer or trustee
- b any claim made against the **Insured** or any principal **Partner Director** or executive officer of the **Insured** in respect of a breach of his legal duty to manage the **Insured** in accordance with his legal and/or regulatory obligations

## Public and Products Liability Section – continued

### 17 Unethical Conduct

any claim made in respect of any actual or alleged violation of any law relating to unconscionable conduct any anti-trust or competition law or other law prohibiting restraint of trade business or profession

### 18 USA and Canada

any claim made or action instituted

- a within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada
- b to enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada

### 19 Excess

the amount of the **Excess** of £500 or any lesser amount for which any claim may be settled in respect of any one claim or **Series of Claims**

### 20 Excluded Locations

any claim caused by or arising from

- a out of or in connection with work on or in
- b the provision of any service advice design formula plan or specification in connection with any
  - i docks harbours or railways
  - ii watercraft or offshore gas or oil installations
  - iii chemical or petrochemical works oil or gas refineries or oil or gas storage facilities
  - iv airports airfields or aircraft
  - v collieries mines or quarries
  - vi power stations
  - vii installation where nuclear processing is undertaken

### 21 Computer Virus

any claim caused by or arising from the transmission of any **Computer Virus**

### 22 Design and Construct/Supply

any claim arising from the provision of any advice design or specification where the **Insured** contracts to

- a manufacture construct erect or install or
- b supply materials or equipment

provided that this Exclusion shall not apply to project models or displays

## Sub-Section 1 – Professional Indemnity – Conditions

The following conditions apply in addition to the General Conditions

### 1 Discharge of Liability

The **Company** having been advised of a claim or **Circumstance** under this Sub-Section will be entitled to pay to the **Insured** in settlement of its liability for all claims or **Series of Claims** arising directly or indirectly from one source or originating cause either

- a the Limit of Indemnity (less any amounts already paid as damages) or

- b such other amount for which the claim or claims may be settled

The **Company** will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

If a payment exceeding the Limit of Indemnity has to be made to dispose of a claim or **Series of Claims** the liability of the **Company** to pay costs and expenses in connection therewith shall be limited to such proportion of the said costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of such claim or **Series of Claims**

The **Company** shall not have a duty to defend any legal proceedings in respect of any claim or **Series of Claims** after the relevant Limit of Indemnity has been exhausted by payment to the **Insured** in settlement of its liability

The **Company** will not be liable for any loss which the **Insured** may claim to have sustained by reason of the **Company** having exercised its rights under this Condition

### 2 Excess

- a The **Company** shall only be liable for that part of each and every claim (excluding the costs and expenses incurred in the investigation defence and settlement of such claim) which exceeds the amount of the **Excess** of £500
- b The amount of the **Excess** of £500 shall not apply to claims where the sole payment is made under Extension 1 – Costs

## Sub-Section 1 – Professional Indemnity – Extensions

### 1 Costs

The **Company** will pay in addition to the Limit of Indemnity

- a £300 per person for every day that any principal **Partner Director** or **Employee** is required by the **Company's** legal representatives to attend court
- b the fees of any accountant or other professional advisor to substantiate the amount of any loss for the dishonest or fraudulent action of any **Partner** or **Director** in connection with any claim or **Circumstance** under this Sub-Section provided that all such costs are incurred with the prior written consent of the **Company**
- c all other costs and expenses incurred with the **Company's** written consent by the **Company** or the **Insured** in respect of any one claim or **Series of Claims**

### 2 Irrecoverable Fees

The **Company** may at its own discretion and subject to giving its prior written consent reimburse the **Insured** up to the value of any fee owed to the **Insured** by any client of the **Insured** where such client is alleging that the **Insured** is in breach of its professional duty and where in the sole opinion of the **Company** a valid claim is likely to be made against the **Insured** in respect of such breach for which this Sub-Section would provide indemnity



Provided that such breach

- a first becomes known to the **Insured** during the Period of Insurance
- b is notified to the **Company** during the Period of Insurance
- c arises from a negligent act error or omission committed on or after the **Retroactive Date**
- d arises in connection with the **Business** within the **Territorial Limits**

# Property All Risks Section

This Section is operative if specified as Insured on the Schedule

The insurance	Section exclusions
	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p>If <b>Damage</b> occurs during the Period of Insurance within the <b>Territorial Limits</b> to</p> <p><b>1 Property Insured</b> described in the Schedule at the <b>Premises</b></p> <p><b>2 Property not at the Premises being</b></p> <p>A computer records documents manuscripts and business books</p> <p>B <b>Stock</b> at any storage location</p> <p>C <b>General Contents</b> temporarily removed from the <b>Premises</b> for cleaning renovation or repair</p> <p>D <b>Stock</b> and <b>General Contents</b> in any building at exhibition premises in which the <b>Insured</b> is participating as an exhibitor</p> <p>the <b>Company</b> will pay to the <b>Insured</b> the amount of loss as stated in the Basis of Settlement</p>	<p>i the <b>Excess</b> specified in the Schedule</p> <p>A i the <b>Excess</b> specified in the Schedule            ii theft unless from a locked building            iii any amount in excess of £25,000            iv loss damage or destruction unless <b>General Contents</b> at the <b>Premises</b> are insured by this Section            v loss damage or destruction to computer records not included under the Definition of <b>General Contents</b></p> <p>B i the <b>Excess</b> specified in the Schedule            ii theft unless from a locked building            iii any amount in excess of £20,000 in total or £10,000 at any one location unless otherwise stated in the Schedule            iv <b>Damage</b> unless <b>Stock</b> at the <b>Premises</b> is insured by this Section</p> <p>C i the <b>Excess</b> specified in the Schedule            ii any amount in excess of 15% of the Sum Insured for <b>General Contents</b> at the <b>Premises</b> or £25,000 whichever is the less</p> <p>D i the <b>Excess</b> specified in the Schedule            ii any amount in excess of £10,000            iii loss damage or destruction to <b>Stock</b> or <b>General Contents</b> unless such Property at the <b>Premises</b> is insured by this Section            iv theft from any stand or display whilst left unattended unless the exhibition premises are closed and secure</p>

## Extensions

The insurance	Section exclusions
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>This Section also insures</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>1 Glass</b></p> <p><b>A Damage to</b></p> <ol style="list-style-type: none"> <li>1 internal and external plain plate and sheet glass</li> <li>2 ornamental or bent glass</li> <li>3 <b>Officefront</b></li> <li>4 lettering on glass</li> <li>5 neon signs</li> <li>6 external signs</li> </ol> <p><b>B</b> Accidental breakage of sanitary earthenware</p> <p><b>C</b> The cost of temporary boarding up following accidental breakage</p> <p><b>D Damage</b> by falling glass to the framework fittings or goods on display in windows</p> <p><b>E Damage</b> to alarm foil for which the <b>Insured</b> is responsible</p>	<ol style="list-style-type: none"> <li>i for the <b>Excess</b> specified in the Schedule</li> <li>ii for <b>Damage</b> caused by scratching installation removal or repair</li> <li>iii for <b>Damage</b> unless <b>Buildings</b> or <b>General Contents</b> at the <b>Premises</b> are insured by this Section</li> <li>iv for <b>Damage</b> whilst the <b>Premises</b> are <b>Unoccupied</b></li> <li>v for <b>Damage</b> arising out of any reconstruction or alteration to or repair of the <b>Premises</b> glass or neon signs</li> <li>vi for <b>Damage</b> existing prior to the commencement of this insurance</li> <li>vii for <b>Damage</b> consequent upon settlement expansion or contraction of frames or fittings in any new <b>Building</b> completed during the twelve months prior to breakage</li> <li>viii for <b>Damage</b> to any glass which is not fixed</li> <li>ix for wear tear gradual deterioration electrical or mechanical breakdown</li> <li>x for breakage of bulbs or tubes unless consequent upon <b>Damage</b> to neon or illuminated signs</li> <li>xi for breakage of any glass which does not extend through its entire thickness</li> </ol> <ol style="list-style-type: none"> <li>i for the <b>Excess</b> being the first £100 of any claim</li> <li>i for any amount in excess of £500</li> <li>i for any amount in excess of £250</li> </ol>
<p><b>2 Replacement of Locks</b></p> <p>the cost incurred in replacement of locks to the <b>Buildings</b> or any <b>Unit</b> or to any safe or strongroom within <b>Buildings</b> following loss of keys</p>	<ol style="list-style-type: none"> <li>i for the replacement of locks arising from theft of keys from the <b>Buildings</b> or any <b>Unit</b> out of <b>Business Hours</b> or when the <b>Buildings</b> or <b>Unit</b> are <b>Unoccupied</b></li> <li>ii for any amount in excess of <ol style="list-style-type: none"> <li>a £500 for keys to safes or strongrooms</li> <li>b £1,000 in total for any one loss</li> </ol> </li> </ol>
<p><b>3 Septic Tanks and Underground Services</b></p> <p>the cost for which the <b>Insured</b> is responsible for repair of <b>Damage</b> to</p> <ol style="list-style-type: none"> <li>a septic tanks</li> <li>b underground services (including covers) extending from the <b>Premises</b> to the public mains</li> </ol>	<ol style="list-style-type: none"> <li>i for the <b>Excess</b> specified in the Schedule</li> <li>ii for any amount in excess of £25,000</li> </ol>
<p><b>4 Rented Buildings</b></p> <p>against legal liability for <b>Damage</b> occurring during the Period of Insurance to the <b>Buildings</b> hired or rented to the <b>Insured</b> for the purpose of the <b>Business</b></p>	<ol style="list-style-type: none"> <li>i for the <b>Excess</b> specified in the Schedule</li> <li>ii for liability assumed under a tenancy or other agreement which would not have attached in the absence of such agreement</li> <li>iii if the Public and Products Liability Section of this Policy is in force</li> <li>iv for loss damage or destruction by theft or attempted theft when the <b>Buildings</b> or <b>Unit</b> are <b>Unoccupied</b></li> <li>v for any amount in excess of £5,000</li> <li>vi for loss damage or destruction unless <b>General Contents</b> at the <b>Premises</b> are insured by this Section</li> </ol>

## Property All Risks Section – continued

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>This Section also insures</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>5 Extinguishment Expenses</b> the reasonable costs incurred by the <b>Insured</b> for refilling fire extinguishment appliances and replacing used sprinkler heads</p>	<ul style="list-style-type: none"> <li>i for the <b>Excess</b> specified in the Schedule</li> <li>ii for any amount in excess of £25,000</li> </ul>
<p><b>6 Metered Water</b> the cost incurred by the <b>Insured</b> as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking Company following insured <b>Damage</b> to water apparatus after the point of the service feed to the <b>Premises</b></p>	<ul style="list-style-type: none"> <li>i for the <b>Excess</b> specified in the Schedule</li> <li>ii for any loss damage or destruction not discovered within 180 days of its occurrence</li> <li>iii for any loss occurring when the <b>Buildings</b> or <b>Unit</b> in which the loss occurs are <b>Unoccupied</b></li> <li>iv for any amount in excess of £2,500</li> </ul>
The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>7 Clearing of Drains</b> This Section also insures the reasonable costs incurred by the <b>Insured</b> for clearing cleaning or repairing drains gutters sewers and the like for which the <b>Insured</b> is responsible</p>	<ul style="list-style-type: none"> <li>i for the <b>Excess</b> specified in the Schedule</li> <li>ii for costs other than as a direct result of loss damage or destruction caused by a <b>Defined Peril</b></li> <li>iii for any amount in excess of £10,000</li> </ul>
<p><b>8 Designation</b> Where necessary the Item heading under which any property is insured will be determined by the designation under which such property appears in the <b>Insureds</b> books</p>	
<p><b>9 Automatic Reinstatement of Sum(s) Insured</b> Unless the <b>Company</b> gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that</p> <ul style="list-style-type: none"> <li>a the <b>Insured</b> pays the appropriate additional premium and tax</li> <li>b in respect of <b>Damage</b> by theft (if insured) the automatic reinstatement will apply on the first occasion only in each Period of Insurance</li> </ul>	
<p><b>10 Purchasers Interest</b> If the <b>Insured</b> has contracted to sell the <b>Premises</b> and the purchaser has not insured the <b>Premises</b> before completion the purchaser will have the benefit of this Section insofar as it relates to the <b>Premises</b> up to the date of completion</p>	
<p><b>11 Workmen</b> <b>Workmen</b> may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby</p> <p>The <b>Company</b> shall not be liable for <b>Damage</b> caused by <b>Contractors</b> on the <b>Premises</b> for the purpose of carrying out contract works structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by the <b>Company</b> in advance</p> <p>It is a condition precedent to any liability of the <b>Company</b> that when any such work involves the application or generation of heat whether by <b>Contractors</b> or <b>Workmen</b> or otherwise the <b>Insured</b> shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other <b>Damage</b></p>	

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>12 Capital Additions</b></p> <p>If during the Period of Insurance</p> <ul style="list-style-type: none"> <li>– alterations or additions are made to any <b>Buildings</b> insured or</li> <li>– <b>Buildings</b> or <b>General Contents</b> are acquired or constructed</li> </ul> <p>at any <b>Premises</b> or elsewhere within the <b>Territorial Limits</b> and such additional property is not otherwise insured it will be held covered under the relevant Items of this insurance from the time from which the <b>Insured</b> became responsible for it until the next renewal of this insurance at which date specific insurance will be effected</p> <p>The Sum Insured (and Declared Value) by each Item will be deemed to be increased for that period only by the value of the additional property insured under the Item but by not more than 10% and subject to the <b>Company's</b> liability not exceeding £250,000 in respect of additional property at any one location</p> <p>The <b>Insured</b> will pay the appropriate additional premium and tax</p> <p>All the terms and Conditions of this Section and the Policy apply to this Extension except as expressly varied</p>	
<p><b>13 Other Interests</b></p> <p>The interest of</p> <ul style="list-style-type: none"> <li>– any freeholder mortgagee or lessor is noted in the insurance provided by this Section on <b>Buildings</b></li> <li>– other parties supplying property to the <b>Insured</b> under a hiring leasing or similar agreement or lending money for its purchase are noted in the insurance provided by this Section on <b>General Contents</b> and/or <b>Computer Equipment</b> respectively</li> </ul> <p>and in the event of any claim hereunder the nature and extent of any such interest will be disclosed to the <b>Company</b></p>	
<p><b>14 Non Invalidation</b></p> <p>The insurance provided by this Section shall not be invalidated by reason of any act omission or alteration unknown to or beyond the control of the <b>Insured</b> whereby the risk of <b>Damage</b> is increased provided that immediately they become aware thereof they shall inform the <b>Company</b> in writing and pay an additional premium and tax if required</p>	
<p><b>15 Contractors</b></p> <p>Where the <b>Company</b> agrees in advance in writing that contract works structural or other substantial alterations or extensions may be carried out by <b>Contractors</b> on the <b>Premises</b> Section Exclusion 1.F shall not apply provided that all precautions conditions and Risk Improvement Requirements imposed by the <b>Company</b> are complied with</p>	

## Property All Risks Section – continued

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p><b>16 Subsidence</b></p> <p>The insurance provided by this Section is extended to include <b>Damage</b> to the Property Insured by subsidence ground heave or landslip of any part of the site on which the property stands</p> <p><b>Special Condition</b></p> <p>In so far as this insurance relates to <b>Damage</b> caused by subsidence ground heave or landslip this policy will be avoided if the risk of such <b>Damage</b> is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by the <b>Company</b> in writing</p>	<ul style="list-style-type: none"> <li>i loss damage or destruction to yards car parks roads pavements walls gates and fences unless also affecting <b>Buildings</b> insured hereby</li> <li>ii loss damage or destruction caused by or consisting of             <ul style="list-style-type: none"> <li>a the normal settlement or bedding down of new structures</li> <li>b the settlement or movement of made-up ground</li> <li>c coastal or river erosion</li> <li>d defective design or workmanship or the use of defective materials</li> <li>e fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe</li> </ul> </li> <li>iii loss damage or destruction which originated prior to the inception of this cover</li> <li>iv loss damage or destruction resulting from             <ul style="list-style-type: none"> <li>a demolition construction structural alteration or repair of any property or</li> <li>b groundworks or excavation at the same <b>Premises</b></li> </ul> </li> <li>v the <b>Excess</b></li> </ul>

## Property All Risks Section – Section Exclusions

These apply in addition to any other Exclusions in the Section and the General Exclusions

The **Company** will not be liable for

### 1 Damage caused by or consisting of

- A
  - i faulty or defective designs or materials
  - ii inherent vice latent defect gradual deterioration wear and tear or frost
  - iii faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **Insured** or any **Director Partner** or **Employee**
  - iv the bursting of
    - a any boiler not used for domestic purposes only
    - b any economiser or other vessel machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only
 but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- B
  - i corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects
  - ii change in temperature colour flavour texture or finish
  - iii joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping
  - iv mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this will not exclude

- a such **Damage** which itself results from other **Damage** and is not otherwise excluded
  - b subsequent **Damage** which itself results from a cause not otherwise excluded
- C theft or attempted theft
- i
    - a from the **Buildings**
    - b from any building not at the **Premises** which does not involve entry to or exit from them by forcible and violent means or by actual or threatened assault or violence
  - ii from any part of the **Buildings** not occupied by the **Insured** for the purpose of the **Business**
  - iii from the open or from any outbuilding
  - iv from any vehicle or trailer
  - v from any **Buildings** or **Unit** which is **Unoccupied**
- but this will not exclude
- a such **Damage** which itself results from other **Damage** and is not otherwise excluded
  - b subsequent **Damage** which itself results from a cause not otherwise excluded
- D
  - i subsidence ground heave or landslip except as insured by Extension 16 – Subsidence of this Section
  - ii normal settlement or bedding down of new structures
- E disappearance unexplained or inventory shortage misfiling or misplacing of information
- F **Contractors** on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **Buildings** (including any contract under JCT conditions)



## 2 Damage

- A by wind rain hail sleet snow flood or dust to
- i any moveable property in the open
  - ii fences and gates
- B to any building or structure resulting in its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded
- C to the Property Insured
- i by fire caused by its undergoing any process involving the application of heat
  - ii resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded
- D caused by
- i freezing
  - ii escape of water from any tank apparatus or pipe
  - iii malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **Damage** by fire or explosion which is not otherwise excluded
- in any **Building** or **Unit** which is **Unoccupied**

## 3 Damage to

- i vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
- ii property or structures in the course of construction or erection and materials or supplies in connection with all such property
- iii land pavements piers jetties bridges culverts or excavations
- iv livestock growing crops or trees
- v jewellery precious stones precious metals bullion furs curiosities works of art or rare books

## 4 Consequential Loss or Damage

direct or indirect consequential loss or damage of any kind or description except loss of rent where such an Item appears in the Schedule

## Property All Risks Section – Basis of Settlement

### 1 In respect of Buildings General Contents and Computer Equipment the Company will pay

- A the cost of reinstatement being
- i where the property is lost or destroyed in the case of
    - **Buildings** the cost of rebuilding
    - **General Contents** or **Computer Equipment** the cost of its replacement by similar property
  - ii where the property is damaged the cost of repairing or restoring the damaged portions
- in either case to a condition substantially the same as but not better or more extensive than its condition when new
- B the cost of complying with European Union legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereinafter called The Stipulations) being such additional cost of reinstatement of the property as may be incurred with the **Company's** consent solely by reason of the necessity to comply with The Stipulations first imposed upon the **Insured** following **Damage** provided that the

reinstatement is completed within twelve months of the occurrence of the **Damage** or within such further time as the **Company** may in writing allow

- C the cost of removing debris being the cost incurred with the **Company's** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- i incurred in removing debris from outside the site of the **Premises** at which the **Damage** has occurred other than from the area immediately adjacent to that site
  - ii arising from pollution or contamination of property not insured by this Section
- D the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

The undernoted provisions apply

- 1 European Union Legislation or Public Authority requirements

The **Company** will not be liable for

- i requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are excluded from the insurance provided by this Section)
- ii any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations
- iii any amount in excess of 15% of the Sum Insured of the relevant Item or where the Sum Insured of the relevant Item applies to property at more than one **Premises** 15% of the total amount for which the **Company** would have been liable had the property insured by the Item at the **Premises** where the **Damage** occurred been wholly destroyed
- iv the cost incurred in complying with The Stipulations for which there is an existing requirement which has to be implemented within a given period

- 2 Partial Damage

Where **Damage** occurs to only part of the property the **Company's** liability will not exceed the amount which the **Company** would have been liable to pay had the property been wholly destroyed

- 3 Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **Insured** provided that it does not increase the **Company's** liability

- 4 Day One (non adjustable) – Applicable only to items of Property Insured in the Schedule against which a Declared Value is shown

- i Declared Value means the **Insured's** assessment of the value of the Property Insured arrived at in accordance with Bases of Settlement 1A B C and D at the level of costs applying at the commencement of the Period of Insurance (ignoring inflationary factors which may operate subsequently)
- ii At the commencement of each Period of Insurance the **Insured** will notify the **Company** of the Declared Value of Property Insured by each Item shown in the Schedule and in the absence of such declaration the last amount declared by the **Insured** will be taken as the Declared Value for the ensuing Period of Insurance

## Property All Risks Section – Extensions – continued

- iii The Declared Value for each Item is the amount shown in brackets in the Schedule excluding the provision for inflation
  - iv In the event of loss the liability of the **Company** in respect of property to which this provision applies will not exceed the Sum Insured shown in the Schedule for each Item
  - v If at the time of the **Damage** the Declared Value of the Property Insured by each Item is less than the value of the Property Insured as defined in Bases of Settlement 1A B C and D at the inception of the Period of Insurance then the amount otherwise payable by the **Company** will be proportionately reduced
- 5 Alternative Basis of Settlement
- The **Company's** liability will be limited to the Alternative Basis of Settlement (as defined below)
- i until the cost of reinstatement has actually been incurred
  - ii if the work of reinstatement is not carried out as quickly as is reasonably practicable
  - iii if at the time of its **Damage** the property is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1A
  - iv if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **Company** will pay the value of the property at the time of its loss or destruction or the amount of the damage including the costs of

- complying with The Stipulations
- removing debris
- professional fees

as defined in Bases of Settlement 1B C and D above subject to the provisions and exclusions applying to those Bases of Settlement

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the value at the time of the **Damage** of the Property Insured by the Item and the additional costs 1B C and D above

### 2 In respect of computer records documents manuscripts and business books the Company will pay

- i the value of the materials as stationery
- ii for the clerical labour and computer time expended in reproducing such computer records or writing up such documents
- iii the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded but excluding the value to the **Insured** of the information on or in such computer records documents manuscripts and business books and subject to the **Company's** liability not exceeding the limit stated in the Definition of **General Contents** or the Sum Insured whichever is the less

### 3 In respect of stock and other insured property not specifically provided for the Company will pay

the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris as defined in the Basis of Settlement 1.C

The undernoted provisions apply

- i Contract Price  
In respect only of goods sold but not delivered for which the **Insured** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any **Damage** insured either wholly or to the extent of the **Damage** the **Company's** liability will be based on the contract price
- ii Insurable Amount  
For the purpose of the Underinsurance Provision the Insurable Amount is the contract price of those goods to which provision 3 (i) applies and the value at the time of **Damage** to all other property

### 4 In respect of rent of buildings which suffer damage the company will pay

- i in relation to the loss of **Rent** payable by the **Insured**
    - the amount of **Rent** which continues to be payable by the **Insured** in respect of the **Buildings** or portions of the **Building** which are unfit for occupation in consequence of the **Damage**
- but the **Company's** liability will be limited to the loss suffered within the period of **Rent** insured (as specified in the Schedule) which commences from the date of the **Damage**

The undernoted provision applies

#### Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount is the annual **Rent** payable at the commencement of the Period of Insurance such amount to be proportionately increased to correspond with the period of **Rent** insured where that period exceeds twelve months

### General Provision applicable to all terms

#### Underinsurance

Under Basis of Settlement 1 (except where Day One applies) 2 3 or 4 above if at the time of **Damage** the Sum Insured by the relevant Item on property or interest is less than 85% of the Insurable Amount the amount otherwise payable by the **Company** will be proportionately reduced

## Property All Risks Section – Condition

These apply in addition to the General Terms and Conditions

### 1 Risk Protections

- A Automatic Sprinkler and Fire Alarm Installations
  - 1 In respect of **Damage** by Fire it is a condition precedent to the liability of the **Company** that in respect of automatic sprinkler and fire alarm installations at the **Premises** the **Insured** will
    - a take all reasonable steps to prevent freezing of and other **Damage** to the installations and in so far as it is the **Insured's** responsibility
      - i maintain the installations (including the automatic external alarm signal) in efficient and effective working order
      - ii maintain ready access to the water supply control facilities

- b in the event that changes repairs or alterations to the installations are proposed notify the **Company** in writing and obtain its prior agreement in writing
  - c allow the **Company** access to the **Premises** at all reasonable times for the purpose of inspecting the installations
  - d carry out routine tests as agreed by the **Company** and remedy promptly any defect revealed by a test
- 2 In the event that alterations or repairs become necessary to the automatic sprinkler installation the **Company** may at its option suspend any cover which is granted against **Damage** by the accidental escape of water from the installation until the alteration or repairs have been carried out and approved by the **Company**

#### B Fire Extinguishing Appliances

In respect of **Damage** by Fire it is a condition precedent to the liability of the **Company** that the **Insured** will maintain all fire extinguishing appliances at the **Premises** in efficient and effective working order

## 2 Other Protective Devices

It is a condition precedent to the liability of the **Company** that whenever the **Premises** are left unattended

- A In addition to any existing security the following protective devices are
- 1 installed at the **Premises** and are maintained in full and effective working order
  - 2 put into actual operation when the **Premises** are left unattended

unless agreed in writing by the **Company**

- a Fire Exit doors must be secured
  - i by a panic bar with a mechanism to engage a vertical bolt securely at the top and bottom of the door and
  - ii by security bolts at the top and bottom of the door
- b Single leaf timber doors (other than Fire Exit doors) must be secured by
  - i a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate or
  - ii a pad bar (with concealed fixings) and a 5 lever closed shackle padlock
- c The first closing leaf of any double leaf timber doors (other than Fire Exit doors) must be secured by internal security bolts top and bottom and the pair must be secured together by
  - i a pad bar (with concealed fixings) and a 5 lever closed shackle padlock or
  - ii a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate
- d Outward opening single or double leaf timber doors must also be protected by hinge bolts top and bottom
- e Roller shutter doors must be protected by either of the following methods
  - i the operating chain must be attached by a 5 lever closed shackle padlock to a securely fixed wall or door frame mounted metal pin or ring
  - ii a hasp that is welded or bolted to the bottom of the door must be secured by a 5 lever closed shackle padlock to a steel ring or staple that is concreted into or securely bolted to the floor
- f Aluminium framed sliding doors must be fitted with hook bolts

- g Opening sections in windows on the ground floor and in other windows that are accessible from roofs fire escapes or down pipes must be fitted with key operated window locks unless already protected by integral locks bars or grilles
- h Louvres in windows on the ground floor and in other windows that are accessible from roofs fire escapes and down pipes must be permanently fixed in place unless already protected by bars or grilles

- B all keys including those relating to safes or strongrooms and notes of combination lock numbers to safes or strongrooms are removed from the **Premises**

## 3 Unattended Accumulator/Battery Charging

It is a condition precedent to the liability of the **Company** that whenever accumulator or battery charging takes place at the **Premises** the accumulator/batteries will stand in a well ventilated situation and on a non-conducting non-absorbent and non-combustible base and will not be within one metre of combustible materials

## 4 No Smoking

Smoking is not allowed within the **Buildings** and prominent No Smoking signs are displayed to this effect

If smoking is permitted outside the **Buildings** it is a condition precedent to the liability of the **Company** that it only takes place in areas

- a within the vicinity of any combustible goods
- b where ash trays or sand filled trays are provided to extinguish cigarettes or other smoking materials
- c in accordance with the relevant legislation

## 5 Waste

It is a condition precedent to the liability of the **Company** in respect of **Damage** by Fire or Explosion that where waste materials are generated by the **Business**

- a all sawdust shavings and other combustible waste will be cleared up deposited in sacks or bags and removed from the **Buildings** at the end of each working day and from the **Premises** at intervals not exceeding one week
- b all oily and greasy waste and cloths will be kept in metal receptacles with metal lids and removed from the **Buildings** at the end of each working day and from the **Premises** at intervals not exceeding one week and
- c all other waste will be cleared up deposited in sacks or bags and removed from the **Buildings** at the end of each working day and from the **Premises** at intervals not exceeding one week

## Property All Risks Sub-Section 1 – Money

This Sub-Section is operative if specified as Insured on the Schedule

The insurance	Section exclusions
	<p>These apply in addition to the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p>The <b>Company</b> will indemnify the <b>Insured</b> up to the Limits of Liability stated in the Schedule for <b>Damage</b> that occurs during the Period of Insurance to</p> <p>1 Crossed cheques crossed Giro cheques crossed money orders crossed bankers drafts crossed warrants National Savings Certificates Premium Bonds unexpired units in postal franking machines credit or debit card sale vouchers VAT invoices</p> <p>2 Other <b>Money</b></p> <p>A in the <b>Premises</b></p> <p>1 during <b>Business Hours</b></p> <p>2 in locked safes or strongrooms detailed in the Schedule out of <b>Business Hours</b></p> <p>3 in all other locked safes or strongrooms out of <b>Business Hours</b></p> <p>4 not in locked safes or strongrooms out of <b>Business Hours</b></p> <p>B not in the <b>Premises</b> whilst</p> <p>1 in <b>Transit</b> or at sites of contract</p> <p>a in the custody of the <b>Insured</b> or any <b>Director Partner</b> or authorised <b>Employee</b></p> <p>b in the custody of a specialist security carrier</p> <p>2 in a night bank safe</p> <p>3 the residence of the <b>Insured</b> or any <b>Director Partner</b> or authorised <b>Employee</b></p> <p>a in a locked safe</p> <p>b otherwise</p> <p>The Limits of Liability for Item Numbers 2A1 and 2B1 are doubled during the week immediately prior to any annual holiday shutdown</p>	<p>a any <b>Damage</b> not within the <b>Territorial Limits</b> except as stated in Extension 3 of this Section</p> <p>b depreciation shortages errors omissions or direct or indirect consequential loss of any kind</p> <p>c <b>Damage</b> arising from theft fraud or dishonesty of any <b>Director Partner</b> or <b>Employee</b></p> <p>i not discovered within seven working days of the event</p> <p>ii insured by a fidelity guarantee insurance</p> <p>d <b>Damage</b> from any</p> <p>i unattended vehicle</p> <p>ii coin operated machine</p> <p>e <b>Damage</b> due to use of counterfeit <b>Money</b></p>

## Property All Risks Sub-Section 1 – Money – Extensions

The insurance	Section exclusions
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
<p>This Section also insures <b>Damage</b> to</p> <p><b>1 Safes and Strongrooms</b> safes strongrooms or franking machines or containers used for the carriage or safety of <b>Money</b> arising from theft or attempted theft</p> <p><b>2 Clothing and Personal Effects</b> clothing and personal effects of the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> arising from robbery or attempted robbery</p> <p><b>3 Business Travel</b> <b>Money</b> in the custody of the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> in connection with a business trip anywhere in the world</p>	<p>i any amount in excess of £500</p> <p>i any amount in excess of £500</p>



## Conditions

These apply in addition to the General Terms and Conditions

### 1 Aggregation

The aggregate liability of the **Company** in respect of any one loss under this Section or other Policy or Policies issued by the **Company** will not exceed the Limits of Liability shown in the Schedule or any other stated Limit of Liability

### 2 Protective Devices

It is a Condition precedent to the liability of the **Company** that whenever

- 1 the **Premises** are left unattended
  - i all locks bolts and other protective devices are in full operation
  - ii all keys including those relating to safes or strongrooms and notes of combination locks to safes or strongrooms are removed from the **Premises**
- 2 any room containing **Money** is left unattended during **Business Hours**
  - i all **Money** in excess of £250 is placed in a locked cash box inside a locked filing cabinet

- ii all **Money** in excess of £1,000 is placed in a locked safe or strongroom
- iii all keys including those relating to cash boxes filing cabinets safes and strongrooms and notes of combination locks to safes or strongrooms are kept in the custody of the person responsible for the **Money**

### 3 Money in Safe

An accurate record of all **Money** in each safe or strongroom will be kept in a secure place away from the said safes or strongrooms

### 4 Personal Carrying Limit

Whenever the amount of **Money** (other than as described in Item 1) in transit exceeds £3,000 all notes will be carried on the person of able bodied adults and the **Company's** liability will not exceed £3,000 in respect of any one person

### 5 Safe Installation

It is a condition precedent to the liability of the **Company** that any safe installed at the **Premises** is fitted in accordance with the manufacturers instructions and to the manufacturers specification

## Property All Risks Sub-Section 2 – Personal Accident (Assault)

The insurance	Section exclusions										
	<p>These apply in addition to the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>										
<p>If the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b> sustains accidental bodily injury as a direct result of robbery or attempted robbery during the Period of Insurance in the course of his or her employment in the <b>Business</b> which independently of any other cause results in death or disablement occurring within 12 months of such injury then the <b>Company</b> will pay to the <b>Insured Director Partner</b> or <b>Employee</b> the Benefit specified below</p> <p><b>Benefits</b></p> <table border="0"> <tr> <td>1 Death</td> <td style="text-align: right;">£15,000</td> </tr> <tr> <td>2 Amputation or paralysis at or above the wrist or ankle of one or more hands or feet</td> <td style="text-align: right;">£15,000</td> </tr> <tr> <td>3 Total irrecoverable loss of all sight in one or both eyes</td> <td style="text-align: right;">£15,000</td> </tr> <tr> <td>4 Permanent total disablement caused other than by loss of limb or sight which has lasted for at least twelve months and will in all probability entirely prevent the Insured Person from engaging in their usual occupation</td> <td style="text-align: right;">£15,000</td> </tr> <tr> <td>5 Temporary total disablement preventing the Insured Person from engaging in their usual occupation</td> <td style="text-align: right;">£100 per week (payable monthly)</td> </tr> </table>	1 Death	£15,000	2 Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£15,000	3 Total irrecoverable loss of all sight in one or both eyes	£15,000	4 Permanent total disablement caused other than by loss of limb or sight which has lasted for at least twelve months and will in all probability entirely prevent the Insured Person from engaging in their usual occupation	£15,000	5 Temporary total disablement preventing the Insured Person from engaging in their usual occupation	£100 per week (payable monthly)	<ol style="list-style-type: none"> <li>a injury to any person who at the time of sustaining injury is under 16 or over 70 years of age</li> <li>b injury which is in any way brought about by or with the collusion of the <b>Insured</b> or any <b>Director Partner</b> or <b>Employee</b></li> <li>c injury which is in any way brought about by any drugs or intoxication or by any existing physical defect or infirmity unless this has been notified to the <b>Company</b> and accepted in writing</li> <li>d any amount in excess of £15,000 under Benefits 1 to 4 in respect of any person</li> <li>e any amount in excess of 104 weeks under Benefit 5 in respect of any person</li> </ol>
1 Death	£15,000										
2 Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£15,000										
3 Total irrecoverable loss of all sight in one or both eyes	£15,000										
4 Permanent total disablement caused other than by loss of limb or sight which has lasted for at least twelve months and will in all probability entirely prevent the Insured Person from engaging in their usual occupation	£15,000										
5 Temporary total disablement preventing the Insured Person from engaging in their usual occupation	£100 per week (payable monthly)										



## Property All Risks Section – continued

### Property All Risks Sub-Section 2 – Personal Accident (Assault)

These apply in addition to the General Terms and Conditions

#### 1 Payment of Benefit

- a No payment under Benefits 1 to 3 will be made until the total amount due in respect of any one injury has been ascertained
- b Not more than one of the Benefits 1 to 3 will be payable and any amount paid or payable under Benefit 4 in respect of the same occurrence will be deducted from the amount payable under Benefits 1 2 or 3
- c The receipt of the person entitled to Benefit or his or her legal personal representatives will in all cases be an effectual discharge to the **Company**
- d No Benefit payable will carry interest

#### 2 Medical Examinations

The injured person will at his or her own expense furnish all certificates and information in such form and of such nature as the **Company** may reasonably prescribe and as often as required by the **Company** submit to medical examination on behalf of the **Company** at its own expense in respect of any bodily injury sustained

The **Company** will in the event of the death of such person be entitled to a post-mortem examination at its own expense

#### 3 Sickness or Disease

For the purpose of this Section accidental bodily injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

# Business Interruption Section

This Section is operative if specified as Insured on the Schedule

The insurance	Section exclusions
<p>If the <b>Business</b> at the <b>Premises</b> is interrupted as a result of <b>Damage</b> occurring during the Period of Insurance to property used by the <b>Insured</b> in connection with the <b>Business</b> at the <b>Premises</b> the <b>Company</b> will indemnify the <b>Insured</b> for the amount of loss as stated in the Basis of Settlement but not exceeding the Sums Insured stated in the Schedule</p> <p>Provided that payment has been made or liability admitted for the <b>Damage</b> under an insurance covering the interest of the <b>Insured</b> in the property or payment would have been made or liability admitted for the <b>Damage</b> but for the operation of a proviso in such insurance excluding liability for losses below a specified amount</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p>

## Business Interruption Section – Basis of Settlement)

### 1 In respect of Estimated Gross Profit the Company will pay as indemnity the loss of Gross Profit being

- A In respect of the Reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover** in consequence of the **Damage**
- B In respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total of the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

### Special Provision

The **Company's** liability will not exceed

- a in respect of **Gross Profit** 133.33% of the **Estimated Gross Profit**
- b in the whole the sum of 133.33% of the **Estimated Gross Profit** and 100% of the Sum Insured by other Items or any other stated Limit of Liability

### 2 In respect of Increased Cost of Working the Company will pay

as indemnity the **Increased Cost of Working** being the increase in expenditure (including the cost of moving to and from temporary premises additional rent rates taxes and expenses incurred in equipping these premises to make them suitable for the **Insureds Business** cost of additional staff payments for overtime advertising recompiling business documents belonging to the **Insured** or held by them in trust and for which they are responsible) reasonably incurred in order to minimise any interruption of or interference with the **Business** during the **Indemnity Period** in consequence of the **Damage**

### 3 In respect of loss of Rent Receivable the Company will pay

the loss of **Rent Receivable** (being the money paid or payable to the **Insured** in respect of business accommodation and related services provided in the course of the **Business**) of **Buildings** or **Units** owned by the **Insured** in connection with the **Business** at the **Premises** which become unfit for occupation as a result of **Damage**

As indemnity in respect of the loss of **Rent Receivable** of **Buildings** or **Units** occupied at the time of the **Damage** the amount by which the **Rent Receivable** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Rent Receivable** during the period in the twelve

## Business Interruption Section – continued

months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** after account has been taken of the trend of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred

### Special Provision

Underinsurance If at the time of **Damage** the Sum Insured on **Rent Receivable** is less than the **Rent Receivable** during the

twelve months immediately before the date of the **Damage** after account has been taken of the trend of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (or a proportionately increased multiple thereof where the Maximum **Indemnity Period** exceeds twelve months) the amount otherwise payable by the **Company** will be proportionately reduced

## Business Interruption Section – Extensions

The insurance	Section exclusions
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The <b>Company</b> will also indemnify the <b>Insured</b> as provided in The Insurance of this Section for such interruption as a result of</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable</p>
<p><b>1 Defective Sanitation</b> closure of the <b>Premises</b> by order of a Public Authority consequent upon vermin pests defects in drains or defective sanitation at the <b>Premises</b></p>	<p>i for any amount in excess of £25,000</p>
<p><b>2 Prevention of Access</b> <b>Damage</b> to property in the vicinity of the <b>Premises</b> which prevents or hinders the use of or access to the <b>Premises</b></p>	<p>i For any amount in excess of £25,000 ii for any interruption resulting from a cause not insured by this Section</p>
<p><b>3 Damage to Public Utilities</b> <b>Damage</b> at the undernoted situations</p> <p>Property at any</p> <p>a generating station or sub-station of the public electricity supply undertaking</p> <p>b land based premises of the public gas supply undertaking or of any natural gas provider linked directly therewith</p> <p>c water works or pumping station of the public water supply undertaking</p> <p>from which the <b>Insured</b> obtains electricity gas or water services all in England Scotland Wales or Northern Ireland</p>	<p>i for any interruption resulting from a cause not insured by this Section ii for any amount in excess of £25,000</p>
<p><b>4 Suppliers</b> <b>Damage</b> to property at the premises of any of the <b>Insureds</b> suppliers manufacturers or processors of components goods or materials</p>	<p>i for any loss as a result of <b>Damage</b> at any premises not within the <b>Territorial Limits</b> unless specifically stated in the Schedule ii for any loss as a result of <b>Damage</b> at any premises of any supply undertaking from which the <b>Insured</b> obtains electricity gas water or telecommunication services unless specifically stated in the Schedule iii for any amount in excess of £25,000 iv for any interruption resulting from a cause not insured by this Section</p>
<p><b>5 Property Stored Away from the Premises</b> <b>Damage</b> to property of the <b>Insured</b> whilst stored away from the <b>Premises</b></p>	<p>i for any loss as a result of <b>Damage</b> at any premises not within the <b>Territorial Limits</b> unless specifically stated in the Schedule ii for any amount in excess of £25,000 iii for any interruption resulting from a cause not insured by this Section</p>

The insurance	Section exclusions continued
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The <b>Company</b> will also indemnify the <b>Insured</b> as provided in The Insurance of this Section for such interruption as a result of</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable</p>
<p><b>6 Exhibition Expenses</b></p> <p><b>Damage</b> to any premises at which the <b>Insured</b> is contracted to participate as an exhibitor and to which such <b>Damage</b> causes the cancellation of the <b>Insureds</b> participation in the exhibition</p>	<ul style="list-style-type: none"> <li>i for any loss other than those costs for the sole purpose of participating in such exhibition incurred prior to the date of the <b>Damage</b></li> <li>ii for any loss as a result of <b>Damage</b> at any premises not within the <b>Territorial Limits</b> unless specifically stated in the Schedule</li> <li>iii for any amount in excess of £25,000</li> <li>iv for any interruption resulting from a cause not insured by this Section</li> </ul>
<p><b>7 Contract Sites</b></p> <p><b>Damage</b> to property within the <b>Territorial Limits</b> where the <b>Insured</b> is carrying out a contract</p>	<ul style="list-style-type: none"> <li>i for any amount in excess of 25% of the Sum Insured by Item 1 in the Schedule</li> <li>ii for any loss as a result of <b>Damage</b> at any premises of any supply undertaking from which the <b>Insured</b> obtains electricity gas water or telecommunication services unless specifically stated in the Schedule</li> <li>iii for any interruption resulting from a cause not insured by this Section</li> </ul>
<p><b>8 Goods in Transit</b></p> <p><b>Damage</b> to <b>General Contents</b> and <b>Stock in Transit</b> anywhere within the <b>Territorial Limits</b> by any conveyance operated by the <b>Insured</b> or by post courier service</p>	<ul style="list-style-type: none"> <li>i for any amount in excess of £25,000</li> <li>ii for any interruption resulting from a cause not insured by this Section</li> <li>iii if <b>Damage</b> to such Property in <b>Transit</b> anywhere within the <b>Territorial Limits</b> is not insured</li> </ul>
<p><b>9 Subsidence</b></p> <p><b>Damage</b> to the Property Insured by subsidence ground heave or landslip of any part of the site on which the property stands</p> <p><b>Special Condition</b></p> <p>In so far as this insurance relates to interruption as a result of <b>Damage</b> caused by subsidence ground heave or landslip this policy will be avoided if the risk of such <b>Damage</b> is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by the <b>Company</b> in writing</p>	<p>for interruption resulting from</p> <ul style="list-style-type: none"> <li>i loss damage or destruction to yards car-parks roads pavements walls gates and fences unless also affecting <b>Buildings</b> insured hereby</li> <li>ii loss damage or destruction caused by or consisting of <ul style="list-style-type: none"> <li>a the normal settlement or bedding down of new structures</li> <li>b the settlement or movement of made-up ground</li> <li>c coastal or river erosion</li> <li>d defective design or workmanship or the use of defective materials</li> <li>e fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe</li> </ul> </li> <li>iii loss damage or destruction which originated prior to the inception of this cover</li> <li>iv loss damage or destruction resulting from <ul style="list-style-type: none"> <li>a demolition construction structural alteration or repair of any property or</li> <li>b groundworks or excavation at the same <b>Premises</b></li> </ul> </li> </ul>

## Business Interruption Section – continued

### Business Interruption Section – Exclusions

These apply in addition to any other Exclusions in this Section and the General Exclusions

The **Company** will not be liable for loss resulting from

#### 1 Damage caused by or consisting of

- A
- i faulty or defective design or materials
  - ii inherent vice latent defect gradual deterioration wear and tear or frost
  - iii faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **Insured** or any **Director Partner** or **Employee**
  - iv the bursting of
    - a any boiler not used for domestic purposes only
    - b any vessel machine or apparatus (not being a boiler or economiser on the **Premises**) belonging to or under the control of the **Insured** in which internal pressure is due to steam only but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- B
- i corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects
  - ii change in temperature colour flavour texture or finish
  - iii joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping
  - iv mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates but this will not exclude
    - a such **Damage** which itself results from other **Damage** not otherwise excluded
    - b subsequent **Damage** which itself results from a cause not otherwise excluded
- C
- theft or attempted theft
    - i
      - a from the **Buildings**
      - b from any building not at the **Premises** which does not involve entry to or exit from them by forcible and violent means or by actual or threatened assault or violence
    - ii from any part of the **Buildings** not occupied by the **Insured** for the purposes of the **Business**
    - iii from the open or from any outbuilding
    - iv from any vehicle or trailer
    - v from any **Building** or **Unit** which is **Unoccupied** but this will not exclude
      - a such **Damage** which itself results from other **Damage** and is not otherwise excluded
      - b subsequent **Damage** which itself results from a cause not otherwise excluded
- D
- i subsidence ground heave or landslip except as insured by Extension 9 – Subsidence of this Section
  - ii normal settlement or bedding down of new structures
- E
- disappearance unexplained or inventory shortage misfiling or misplacing of information

- F **Contractors** on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **Buildings** (including any contract under JCT conditions)

#### 2 Damage

- A
- by wind rain hail sleet snow flood or dust to
    - i any moveable property in the open
    - ii fences and gates
- B
- to any building or structure caused by its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded
- C
- to the Property Insured
    - i by fire caused by its undergoing any process involving the application of heat
    - ii resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded
- D
- at any **Building** or **Unit** whilst it is **Unoccupied** caused by
    - i freezing
    - ii escape of water from any tank apparatus or pipe
    - iii malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **Damage** by fire or explosion which is not otherwise excluded

#### 3 Damage to

- i vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
- ii property or structures in the course of construction or erection and materials or supplies in connection with all such property
- iii land pavements piers jetties bridges culverts or excavations
- iv livestock growing crops or trees
- v jewellery precious stones precious metals bullion furs curiosities works of art or rare books

### Business Interruption Section – Conditions

These apply in addition to the General Terms and Conditions

#### 1 Payment on Account

Payments on account may be made during the **Indemnity Period**

#### 2 Alteration

- This Section will be cancelled and of no effect if
- a the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
  - b the **Insureds** interest ceases otherwise than by death

#### 3 Automatic Reinstatement of Sum(s) Insured

Unless the **Company** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that

- the **Insured** pays the appropriate additional premium and tax



- in respect of **Damage** by theft or attempted theft (if insured) the automatic reinstatement will apply on the first occasion only in each Period of Insurance

#### 4 Alternative Trading

If during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on the **Insureds** behalf the money paid or payable in respect of such sales or services will be taken into account in arriving at the **Turnover** or **Gross Profit** or **Gross Revenue** during the **Indemnity Period**

#### 5 Savings

If any of the charges or expenses of the **Business** payable out of **Gross Profit** or **Gross Revenue** cease or reduce in consequence of the **Damage** the amount of such savings during the **Indemnity Period** will be deducted from the amount payable

#### 6 Professional Accountants Charges

The **Company** will pay the reasonable charges payable by the **Insured** to their professional accountants for producing information required by the **Company** in connection with any claim and for reporting that such information is in accordance with the **Insureds** accounts

#### 7 New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** such loss will be ascertained by applying the **Rate of Gross Profit** to the amount of **Turnover** or the amount of **Gross Revenue** earned during the period between the commencement of the **Business** and the date of the **Damage** to the amount by which the **Turnover** or **Gross Revenue** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **Turnover** or **Gross Revenue** realised during the period between the commencement of the **Business** and the date of such **Damage**

# Fidelity Guarantee Section

This Section is operative if specified as Insured on the Schedule

The insurance	Section exclusions
<p>The <b>Company</b> will indemnify the <b>Insured</b> against</p> <ul style="list-style-type: none"> <li>i direct loss of <b>Money</b> or goods belonging to <b>Customers</b></li> <li>ii for misuse of <b>Customers</b> telephones or internet connection</li> <li>iii direct loss of <b>Money</b> or goods belonging to the <b>Insured</b> or for which they are legally responsible caused by any act of <b>Theft</b> committed during the Period of Insurance by an <b>Employee</b> of the <b>Insured</b> normally resident within the <b>Territorial Limits</b> and discovered not later than 12 months after the termination of <ul style="list-style-type: none"> <li>A this insurance</li> <li>B the employment of the <b>Employee</b> committing such act of <b>Theft</b></li> </ul> </li> </ul> <p>whichever occurs first</p> <p>Provided that</p> <ul style="list-style-type: none"> <li>i the <b>Insured</b> shall provide all reasonable assistance to the <b>Company</b> in suing for and obtaining reimbursement from any <b>Employee</b> responsible for such loss of monies paid or payable hereunder and shall deduct from the amount of the claim any monies payable to the defaulting <b>Employee</b> by way of salary or otherwise</li> <li>ii any loss is discovered and notified to the <b>Company</b> by the <b>Insured</b> within 6 months of the date of such loss</li> </ul>	<p>These apply in addition to the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p> <ul style="list-style-type: none"> <li>a any amount in excess of the Limit of Indemnity shown in the Schedule</li> <li>b the first amount of any loss shown as the <b>Excess</b> in the Schedule</li> <li>c loss of interest or consequential loss of any kind</li> <li>d further acts of <b>Theft</b> by an <b>Employee</b> immediately following the discovery by the <b>Insured</b> of an act of <b>Theft</b> by that <b>Employee</b></li> <li>e any amount in excess of the Indemnity Limit in respect of the acts of any one <b>Employee</b> regardless of the period during which the acts were committed</li> <li>f any loss insured by Extension 22 - Criminal Acts by <b>Employees</b> of the Public and Products Liability Section of this Policy</li> </ul> <p>General Exclusion 6 does not apply to this Section</p>

## Fidelity Guarantee Section – Special Definitions

The words defined below will have the same meaning wherever they appear in bold in this Section

### Customers

means clients of the **Insured** with whom the **Insured** contracts to provide services in accordance with their **Business** including their guests and employees

### Money

means coins bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants travellers cheques unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens

consumer redemption vouchers trading stamps telephone cards travel cards unexpired units in franking machines and VAT purchases invoices

### Theft

means any act of fraud or dishonesty by an **Employee** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **Employee** to receive such gain other than salaries fees commission or other **Employee** benefit earned in the normal course of employment

### Employee

means any

- A person under a contract of service or apprenticeship with the **Insured** or
- B person undergoing training under any Government approved training scheme under the control of the **Insured** whilst in the service of the **Insured** in connection with the

## **Business within the Territorial Limits**

C self-employed person or labour only subcontractor working for/on behalf of the **Insured** in connection with the **Business within the Territorial Limits**

The term **Employee** shall include

- A any director of the **Insured** if such person
- 1 is also employed by the **Insured** under a contract of service and
  - 2 controls no more than 5% of the issued share capital of the insured company or of any subsidiary of the insured company
- B any person retired from full time employment with the **Insured** who is working for the **Insured** as a consultant under the control or direction of the **Insured**

## **Territorial Limits**

means England Scotland Wales the Channel Islands and the Isle of Man

## **One Claim**

means all acts of **Theft** throughout the continuation of this insurance (or any insurance issued in substitution therefore or for which this insurance is substituted) committed by one individual **Employee** or by two or more **Employees Acting in Collusion**

## **Acting in Collusion**

means all circumstances where two or more **Employees** are concerned or implicated together or materially assist each other in committing the acts of **Theft**

## **Fidelity Guarantee Section – Extensions**

### **1 Previous Insurance**

If this Insurance immediately supersedes a Fidelity Insurance effected by the **Insured** (the 'Superseded Insurance') the **Company** will indemnify the **Insured** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired

Provided that

- 1 such Insurance had been continuously in force from the time of the loss until inception of this insurance
- 2 the loss would have been insured by this insurance had it been in force at the time of the loss
- 3 the liability of the **Company** shall not exceed whichever is the lesser of
  - A the amount recoverable under the insurance in force at the time of the loss or
  - B the Limit of Indemnity under this insurance

In any event the total liability of the **Company** in respect of any **One Claim** continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the Limit of Indemnity applicable under this insurance

## **Fidelity Guarantee Section – Conditions**

### **1 Limitations**

The liability of the **Company** in respect of any **One Claim** caused by the **Employee** shall not exceed the Limit of Indemnity stated in the Schedule

In the event that **One Claim** is caused by two or more **Employees Acting in Collusion** the liability of the **Company** in all shall not exceed the Limit of Indemnity stated in the Schedule

### **2 Non Contribution**

If at the time of loss of **Money** or goods belonging to **Customers** or at the time a claim for such property arises the **Insured** is or would but for the existence of this Insurance be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund the **Company** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance guarantee or fund had this insurance not been effected

### **3 Application of Limitations**

Irrespective of the number of Periods of Insurance during which this insurance (and any insurance issued in substitution therefor) shall remain in force the total liability of the **Company** in respect of any **One Claim** shall not exceed the Limit of Indemnity stated in the Schedule

### **4 Money due to Employees**

If upon discovery of any loss

- a any **Money** of the **Employee** responsible for such act of **Theft** in the **Insureds** possession and
- b any **Money** salary fee or commission which but for the **Employees Theft** would have been due to the **Employee** from the **Insured**

is legally withheld by the **Insured** and remains in the **Insureds** possession after termination of the employment of such **Employee** the total of such sums shall be deducted by the **Company** from the amount of the loss

### **5 Money recovered**

In the event that the **Insureds** claim has exceeded the Limit of Indemnity any **Money** which is recovered less costs incurred in recovery shall accrue

- a firstly to the benefit of the **Insured** to reduce or extinguish the amount of the **Insureds** loss (but not the **Excess**)
- b thereafter to the benefit of the **Company** to the extent of the claim paid or payable and
- c finally to the benefit of the **Insured** where the **Excess** has been deducted from the claim

### **6 Obtaining reimbursement**

The **Insured** shall give all reasonable assistance to the **Company** in suing for and obtaining reimbursement from any **Employee** responsible for any act of **Theft** in respect of losses paid or payable under this insurance

## Fidelity Guarantee Section – Conditions – continued

### 7 Vetting of Employees

In respect of direct loss of **Money** or goods belonging to the **Insured** or for which they are legally responsible it is a condition precedent to any liability of the **Company** that the **Insured** shall obtain satisfactory references to confirm the honesty of each **Employee** engaged after commencement of this Policy whose duties may involve responsibility for money or accounts

Such references shall be obtained directly either from each **Employees**

- a last two former employers or
- b their former sole employer during the three years immediately preceding engagement or
- c their last former employer in the event that such **Employee** has not been employed during the three years immediately preceding engagement

whichever is the less and before the **Employee** is entrusted without supervision

References need not be obtained in respect of **Employees** who have satisfactorily and continuously served the **Insured** for at least one year in another capacity before being entrusted with the duties referred to above

In respect of **Employees** joining directly from school or government sponsored youth training schemes one character reference shall be obtained

A written record of any verbal reference shall be made at the time it is obtained and the electronic or original copy of each written reference and the record of any verbal reference shall be retained by the **Insured** and shall be made available for inspection by the **Company** on request

# Specified All Risks Section

This Section is operative if specified as Insured on the Schedule

The insurance	Section exclusions
<p>In the event of <b>Damage</b> that occurs during the Period of Insurance to the Property Insured described in the Schedule the <b>Company</b> will pay to the <b>Insured</b> the amount of loss as stated in the Basis of the Settlement</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable for</p>
	<ul style="list-style-type: none"> <li>a the <b>Excess</b> specified in the Schedule</li> <li>b <b>Damage</b> caused by               <ul style="list-style-type: none"> <li>i wear tear deterioration moths insects vermin rust or any other gradually operating cause</li> <li>ii any process of cleaning dyeing repairing or restoring</li> <li>iii overwinding or mechanical or electrical breakdown or failure</li> <li>iv use contrary to manufacturers instructions</li> </ul> </li> <li>c <b>Damage</b> resulting from theft or attempted theft from any unattended vehicle unless               <ul style="list-style-type: none"> <li>i all doors windows and other openings are left closed and securely locked and properly fastened</li> <li>ii entry or access to the vehicle has been effected by forcible and violent means</li> <li>iii any property on a roof rack is secured to such rack by chain and closed shackle padlock</li> </ul> </li> <li>d <b>Damage</b> resulting from theft or attempted theft unless               <ul style="list-style-type: none"> <li>i when portable <b>Computer Equipment</b> is left unattended inside any road vehicle                   <ul style="list-style-type: none"> <li>- the vehicle is securely locked and all security devices set in operation</li> <li>- the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9pm and 6 am unless the vehicle is aboard a ship or ferry</li> <li>- the portable <b>Computer Equipment</b> is concealed from view</li> <li>- the portable <b>Computer Equipment</b> is stored in the boot or under the parcel shelf if the vehicle is a private car</li> </ul> </li> <li>ii when portable <b>Computer Equipment</b> is in transit by ship or ferry it is carried as hand luggage</li> <li>iii when portable <b>Computer Equipment</b> is in transit by ship or ferry it is kept in a securely locked cabin aboard such a vessel</li> </ul> </li> <li>e any <b>Damage</b> unless occurring within the Territorial Limits stated in the Schedule</li> </ul>



## Specified All Risks Section – continued

This Section is operative if specified as Insured on the Schedule

The insurance	Section exclusions
<p>Each of these Extensions is subject otherwise to the terms of this Section and the Policy</p> <p>The insurance by this Section is extended as described below</p>	<p>These apply in addition to the Section Exclusions and the General Exclusions</p> <p>The <b>Company</b> will not be liable</p>
<p><b>1 Continued Hiring Charges</b></p> <p>Provided that Hired in Plant is insured the indemnity extends to include liability assumed by the <b>Insured</b> under indemnity clauses incorporated into plant hiring agreements for payment of continuing hire charges following <b>Damage</b> to Hired in Plant for which a claim has been accepted under this Policy by the <b>Company</b> Indemnity shall apply for a maximum period of 90 days following <b>Damage</b></p>	<p>for the first 48 hours that the plant is out of commission</p>

## Specified All Risks Section – Basis of Settlement

### 1 In respect of Stock the Company will pay

the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris being the cost incurred with the **Company's** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

- i incurred in removing debris from outside the site of the **Premises** at which the **Damage** has occurred other than from the area immediately adjacent to that site
- ii arising from pollution or contamination of property not insured by this Section

The undernoted provisions apply

- i Contract Price
 

In respect only of goods sold but not delivered for which the **Insured** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any **Damage** insured either wholly or to the extent of the **Damage** the **Company's** liability will be based on the contract price
- ii Insurable Amount
 

For the purpose of the Underinsurance Provision the Insurable Amount is the contract price of those goods to which provision (i) applies and the value at the time of **Damage** to all other property

### 2 In respect of all property insured by this Section other than stock the company will pay the cost of reinstatement being

- i where the property is lost or destroyed the cost of its replacement by similar property
  - ii where the property is damaged the cost of repairing or restoring the damaged portions
- to a condition substantially the same as but not better or more extensive than its condition when new

The undernoted provisions apply

- 1 Partial Damage
 

Where **Damage** occurs to only part of the property the **Company's** liability will not exceed the amount which the

- Company** would have been liable to pay had the property been wholly destroyed
- 2 Reinstatement on Another Site
 

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **Insured** provided that it does not increase the **Company's** liability
- 3 The **Company's** liability will be limited to the value of the property at the time of its loss or destruction or the amount of the damage
  - i until the cost of reinstatement has actually been incurred
  - ii if the work of reinstatement is not carried out as quickly as is reasonably practicable
  - iii if at the time of its **Damage** the property is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement

## General Provision

### Underinsurance

If at the time of the **Damage** the Sum Insured by the relevant Item is less than eighty-five per cent of the cost of the reinstatement of the Item the amount otherwise payable by the **Company** will be proportionately reduced

This Underinsurance provision does not apply to **Stock**

Under Basis of Settlement 2 above if at the time of **Damage** the Sum Insured by the relevant Item on property or interest is less than 85% of the Insurable Amount the amount otherwise payable by the **Company** will be proportionately reduced

## Specified All Risks Section – Conditions

These apply in addition to the General Terms and Conditions

### 1 Limit of Liability

The **Company's** liability in any one Period of Insurance will not exceed in the aggregate the Total Sum Insured or in respect of any Item its Sum Insured or any other stated Limit of Liability



**To make a claim, call 0370 600 2123**  
Please add this number to your mobile phone

**Ageas Insurance Limited**

*Registered office address*

Ageas House, Hampshire Corporate Park,  
Templars Way, Eastleigh, Hampshire SO53 3YA

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

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

